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TOWN OF MAYNARD TOWN CLERK

MUNICIPAL BUILDING
195 MAIN STREET
MAYNARD, MASSACHUSETTS 01754
Tel: 978-897-1300 Fax: 978-897-8553

September 19, 2017

Decision of the Planning Board

*Decided
Owned*

Applicant:	Maynard Crossings, JV, LLC
Site:	129 Parker Street
Planning File Number:	PB16-11, PB16-12, PB16-13, PB17-04, PB17-08, PB17-09
Date of Decision:	August 16, 2017

I hereby certify that this decision and any authorized signatures are true copies of the original and that 20 days have elapsed from the filing date of the decision and that no appeal as been filed in this office.

Attest: A True Copy

Michelle L. Sokolowski
Michelle L. Sokolowski
Town Clerk

Seal

Registry of Deeds, South Middlesex District
208 Cambridge Street
East Cambridge, Ma 02141
(617) 679-6300

LOT 618462

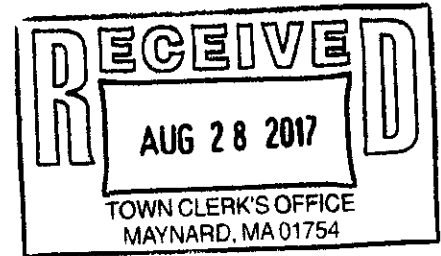
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MS



TOWN OF MAYNARD
Office of Municipal Services
MUNICIPAL BUILDING
195 Main Street
Maynard, MA 01754

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 www.townofmaynard-ma.gov



Maynard Planning Board
Notice of Decision

To: Michelle Sokolowski, Town Clerk
 195 Main Street
 Maynard, MA 01754

August 28, 2017

Re: Site Plan and Design Review approval with five Special Permits for the plan entitled "Maynard Crossing" (latest revision date August 10, 2017), Owned by Maynard Crossings JV, LLC - Capital Group Properties, 259 Turnpike Road, Southborough, MA 01772, drawn by Bohler Engineering, 352 Turnpike Road, Suite 201, Southborough, MA 01772. Planning File #'s: PB16-11, PB 16-12, PB 16-13, PB 17-04, PB 17-08 and PB 17-09.

Dear Ms. Sokolowski:

Please accept this Notice of Decision for the Maynard Crossing (AKA "129 Parker Street"). This is for Site Plan approval with five (5) Special Permits and is ready for recording by the Maynard Town Clerk's Office. The Decision also includes waivers from the Planning Board for specific requirements, as discussed below.

I. General

On February 22, 2017, Maynard Crossings JV, LLC - Capital Group Properties (hereinafter referred to as "the Applicant") submitted to the Maynard Planning Board (hereinafter referred to as "the Board") an application for Site Plan approval to allow development of the proposed "Maynard Crossing" mixed-use project at 129 Parker Street (the "Project" and the "Site"). The Applicant also applied for a total of five separate Special Permits (dates listed in Table 1)(collectively the "Application"). Waivers from applicable provisions of the Planning Board Rules and Regulations were also requested. The Special Permit applications seek approval for:

- a. A 143 unit Continuing Care Retirement Community (CCRC)
- b. A Drive-Thru Use (supermarket pharmacy)
- c. Multi-family Dwellings (up to 180 units)
- d. Relief from Parking Standards
- e. Relief from Signage Standards

The above noted Applications have been submitted pursuant to Sections 9.3 and 10.4 of the Zoning By-laws (ZBL) and the Concept Plan approved by Town Meeting on October 5, 2016. The subject property is zoned "Neighborhood Overlay Zoning District" (NBOD). The underlying zoning district is "Industrial".

The 58-acre former Digital Equipment Corporation complex at 129 Parker Street is being developed by Capital Group Properties as "Maynard Crossing." The site is directly abutting residential properties at Field Street and Dettling Road (on the north and south sides respectively). To the east is Parker Street (Highway 27) and to the west are wetland resources subject to regulation pursuant to state and Maynard jurisdiction. A portion of the Site is also subject to jurisdiction of the Massachusetts Endangered Species Act.

The Application includes:

- a 68,000 square foot supermarket
- a congregate care retirement community (143 units)
- residential uses (180 units with 22 dedicated as affordable to qualified tenants)
- retail uses and restaurants

Regulatory Framework:

Five instruments locally control site development:

- a. The Town's Zoning By-laws ("ZBL"). The property zoning designation is "Neighborhood Business Overlay District" ("NBOD").
- b. The Planning Board Rules and Regulations.
- c. Planning Board Landscape Regulations.
- d. The Memorandum of Agreement between the Town and the Applicant (signed September 6, 2016), attached hereto and incorporated herewith as **Exhibit A**.
- e. The Concept Plan and Signage Plan approved by Town Meeting on Oct 5, 2016, attached hereto and incorporated herewith.

NO exhibits

All phases of the project development were required to be consistent with the above noted five documents and in accordance with the procedures as provided for in the Zoning Act (hereinafter "Chapter 40A"), the ZBL, and the Planning Board Rules and Regulations.

II. Plans and Documents Submitted in Support of the Application

The following documents (hereinafter referred to as the "The Plans") and supporting documents were submitted to and reviewed by the Planning Board either with the associated application, or during the Public Hearing process, and form the basis of this Decision.

- Materials denoted with a * were provided by the applicant.
- Materials denoted with a # were prepared on behalf of the Town.

Relevant document date information is also noted within Table 1. Certified Abutters Lists with Assessors Maps were also received. All applications were processed simultaneously or incorporated into the process as received.

Application for Site Plan Approval*	Capital Group Properties	February 22, 2017
Application for Special Permit Approval of Multi-Family Residential) *	Capital Group Properties	December 29, 2016
Application for Special Permit Approval of Drive-thru*	Capital Group Properties	December 29, 2016
Application for Special Permit Approval of CCRC*	Capital Group Properties	January 17, 2017
Concept Plan*	CI Design, Inc.	June 28, 2016
Signage Concept Plan*	Gamble Design	July 11, 2016
Application for Special Permit Approval for Relief from Signage Standards*	Capital Group Properties	June 26, 2017
Application for Special Permit Approval for Relief from Parking Standards*	Capital Group Properties	June 26, 2017
Memorandum of Agreement #	Maynard Board of Selectman and Capital Group	September 6, 2016
Fiscal Impact Projection #	RKG Associates	September 9, 2016
Site Development Plans *	Bohler Engineering	1. February 15, 2017 Original 2. Date of Latest Revision August 10, 2017
Engineering Analysis*	Onsite Engineering	July 19, 2016
Stormwater Drainage Report*	Bohler Engineering	1. February 15, 2017 Original. 2. Date of Final Revision June 28, 2017
Traffic Impact and Analysis Study*	Green International Affiliates, Inc.	January 2017
Water and Sewer* Capacity Analysis	Onsite Engineering	March 27, 2017
Water and Sewer * Capacity Analysis	Stantec	April 11, 2017

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Decision - Site Plan approval with Special Permits for Maynard Crossing (AKA 129 Parker Street)
Planning File #'s: PB16-11, PB 16-12, PB 16-13, PB 17-04, PB 17-08 and PB 17-09.

Final

Proposed Roadway Reconstruction of Parker Street (Route 27) Offsite improvements*	Green International Affiliates, Inc.	August 14, 2017
Proposed Roadway Reconstruction of Parker Street (Route 27)*	Green International Affiliates, Inc.	August 14, 2017
Sound Fence Effectiveness Report*	Tech Environmental, Inc.	June 22, 2017
Operations Manual	Capital Group Properties	Latest Revision, July 24, 2017
Architecture Elevations CCRC*	Lenity Architecture	March 14, 2017
Architecture Elevations Retail*	HFA	May 2017
Architecture Elevations Residential*	Lecesse Development (5G Studio)	March 18, 2017
Noise Study*	Tech Environmental, Inc.	June 22, 2017
Photometric Plans (Site layout Lighting Plan, Site Photo Metric Plan, Lighting Cut-sheets and lighting after 1AM. *	HFA	May 5, 2017
Grading Plan*	Bohler Engineering	1. March 21, 2017 Original. 2. Date of Final Revision June 16, 2017
Letter Requesting Waivers from the Planning Board Rules and Regulations and Landscape Standards*	Capital Group Properties	June 26, 2017

Site Development Plans include (a) through (j) below, each incorporated in this Decision:

- | | |
|------------------------------------|--|
| a. Demolition Plan | g. Internal Landscape Plan, Landscape Plans (includes Buffer Plan) |
| b. Overall Site Plan | h. Construction Detail Sheet |
| c. Grading and Drainage Plan | i. Lighting Plans |
| d. Utility Plan | j. Sewage Pump Station Plans |
| e. Soil, Erosion and Sediment Plan | |
| f. Fire Truck Exhibit | |

The Planning Board reviewed these materials during the application, public hearing and deliberation processes.

III. Applications

The Applicant submitted the following applications for approval for the Site and the Project including therein requests for certain waivers from the Planning Board's Subdivision Rules and Regulations:

- a. **Site Plan Review.** Site Plan Approval is required per Sections 9.3.12 and 10.5 of the ZBL. Site Plans are also subject to the Planning Board Rules and Regulations and the Planning Board Landscape Regulations.
- b. **Special Permit Request.** A Drive-Thru Use (supermarket pharmacy): a Special Permit is required for a Drive-Thru Use per Section 9.3.7 of the ZBL.
- c. **Special Permit Request.** Multi-family Dwellings (up to 180 units): a Special Permit is required for Multi-family Residential Dwellings per Section 9.3.7 of the ZBL. Section 10.4.2 of the ZBL provides the criteria that must be considered in order to issue a Special Permit.
- d. **Special Permit Request.** Continuing Care Retirement Community (CCRC) with up to 143 units: a Special Permit is required for a CCRC per Section 9.3.7 of the ZBL. Section 10.4.2 of the ZBL provides the criteria that must be considered in order to issue a Special Permit.
- e. **Special Permit Request.** Relief from Parking Standards of the ZBL: Sections 6.1.3 and Section 6.1.3 allow the Planning Board to grant Special Permit relief from Parking Standards. Section 10.4.2 of the ZBL provides the criteria that must be considered in order to issue a Special Permit. Section 6.1.4 provides the additional criteria that must be met for issuance of a Special Permit for Parking Relief:
 1. A demonstration by the applicant to the satisfaction of the SPGA that there is no possible way to provide the parking required; or that doing so would (1) render the project infeasible (including the shared parking option), and (2) that a lack of compliance will not adversely affect either the use proposed (and its users) or the parking situation downtown.
- f. **Special Permit Request.** Relief from Signage Standards of the ZBL Section 6.1.11 allows the Planning Board to grant Special Permit relief from Sign Regulations. Section 10.4.2 of the ZBL provides the criteria that must be considered in order to issue a Special Permit.

IV. Review Criteria

A. Site Plan Approval

The Site Plan must demonstrate compliance with Sections 9.3.12 and 10.5 of the ZBL as well as with the Planning Board Rules and Regulations and the Planning Board Landscape Regulations. Under Section 9.3.12 of the ZBL, the Site Plan must also demonstrate consistency with the approved Concept Plan for the development.

B. Special Permit Approval

A Special Permit shall be granted only upon determination that the adverse effects of the proposed use will not outweigh its beneficial impacts to the town or the neighborhood, in view of the particular characteristics of the site, and of the proposal in relation to that site. In addition, the determination shall include consideration of each of the following:

- a. Social, economic, or community needs which are served by the proposal.
- b. Traffic flow and safety, including parking and loading.
- c. Adequacy of utilities and other public services.
- d. Neighborhood character and social structures.
- e. Impacts on the natural environment.
- f. Potential fiscal impact, including impact on town services, tax base, and employment.

Additionally, Section 6.1.4 provides the additional criteria that must be met for issuance of a Special Permit for Parking Relief as follows, "A demonstration by the applicant to the satisfaction of the SPGA that there is no possible way to provide the parking required; or that doing so would (1) render the project infeasible (including the shared parking option), and (2) that a lack of compliance will not adversely affect either the use proposed (and its users) or the parking situation downtown".

The Planning Board's authority to grant waivers from the Planning Board Rules and Regulation are authorized within "Conditions Requiring Site Plan Approval" within the Planning Board Rules and Regulations.

V. Public Hearings(s) and Vote(s) of the Planning Board

- a. The Planning Board opened the Public Hearing for a Special Permit to allow a Drive-Thru Use (supermarket pharmacy) on January 25, 2017 (continued to February 14, 2017) and closed the Public Hearing on August 16, 2017. Notice for the public hearing was published in the Beacon-Villager (January 5 and January 12, 2017) and sent to abutters of

the property and other interested parties by certified mail according to the Assessors' Certified Abutters List.

- b. The Planning Board began Public Hearings for a Special Permit to allow a Multi-family Residential Use (up to 180 units) on January 25, 2017 (continued to February 14, 2017) and closed the Public Hearing on August 16, 2017. Notice for the public hearing was published in the Beacon-Villager (January 5 and January 12, 2017) and sent to abutters of the property and other interested parties by certified mail according to the Assessors' Certified Abutters List.
- c. Planning Board began Public Hearings for a Special Permit to allow a Continuing Care Retirement Community (CCRC) on February 14, 2017 and closed the Public Hearing on August 16, 2017. Notice for the public hearings was published in the MetroWest Newspaper (January 27 and February 3, 2017) and sent to abutters of the property and other interested parties by certified mail according to the Assessors' Certified Abutters List. A Special Permit is required for a CCRC per Section 9.3.7 of the ZBL. Section 10.4.2 of the ZBL provides the criteria that must be considered in order to issue a Special Permit.
- d. The Planning Board began Public Hearings for the Site Plan on March 28, 2017 and closed the Public Hearing on August 16, 2017. Notice for the public hearing was published in the Beacon-Villager (March 9 and March 16, 2017) and sent to abutters of the property and other interested parties by certified mail according to the Assessors' Certified Abutters List.
- e. The Planning Board began Public Hearings for a Special Permit to allow Relief from Parking Standards of the ZBL on July 19, 2017 and closed the Public Hearing on August 16, 2017. Specifically the Applicant requested relief from strict compliance with Sections 6.1.5, Section 6.1.10.9 and Section 6.1.15 of the Zoning By-laws so as to allow for (1) a reduction in the number of required parking spaces within the Project; and (2) fewer than the required number of raised landscaped islands situated throughout the parking field with dimensions, locations and designs variant from those required; and (3) elimination of light poles in certain raised landscape islands and the installation of light poles in paved areas of the parking field, all as depicted on the submitted Development Site Plans and as consistent with the approved Concept Plan. Notice for the public hearing was published in the MetroWest Newspaper (June 30 and July 7, 2017) and sent to abutters of the property and other interested parties by certified mail according to the Assessors' Certified Abutters List.
- f. The Planning Board began Public Hearings for a Special Permit to allow Relief from Signage Standards of the ZBL on July 19, 2017 and closed the Public Hearing on August 16, 2017. Specifically the Applicant requested relief from Section 6.2.8.3 of the ZBL to allow for internally lighted wall signage on buildings within the development. Notice for the public hearing was published in the MetroWest Newspaper (June 30 and July 7, 2017) and sent to abutters of the property and other interested parties by certified mail

according to the Assessors' Certified Abutters List.

VI. Site Plan Review and Approval

After conducting the public hearings, and after its own analysis and deliberation relative to the proposed project and the supporting documents and plans described above and herein, the Board hereby makes the following Site Plan determinations:

- a. In addition to the conditions imposed herein, the Project approved by this Decision is governed and controlled by:
 1. The Town's Zoning By-laws (As Amended January 11, 2016).
 2. The Planning Board Rules and Regulations (May 24, 2016).
 3. Planning Board Landscape Regulations (July 28, 2015).
 4. The Memorandum of Agreement between the Town and the applicant dated September 6, 2016 (Exhibit "A").
 5. Operations and Maintenance Plan (Exhibit B).
 6. Schedule of Improvements and Repairs to the Town sewer infrastructure (Exhibit C).
 7. The Concept Plan and Signage Plan approved by Town Meeting on Oct 5, 2016 (Exhibit D).
 8. Sign Permit Regulations for Signage not included in the Approved Concept/Signage Plan (Exhibit E).
- b. The subject property affected by this application is within the zoning overlay district designated as "Neighborhood Business Overlay District" (NBOD).
- c. The Conservation Commission issued an Order of Condition for the Project on June 27, 2017.
- d. With the incorporation of the conditions of approval imposed by the Planning Board below, the Planning Board finds that the proposed Project complies with standards for the issuance of Site Plan Approval pursuant to Section 10 of the ZBL, as follows:
 1. The Project will protect adjoining premises and general neighborhood from detrimental use of the lot.

Adequate buffering of the site has been provided by landscaping features including vegetation, fences, and walls and minimizing light/noise intrusion upon adjacent properties.
 2. The Project will provide for the convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent streets, properties and improvements.

The Applicant has designed internal circulation patterns that ensure pedestrian and vehicular safety, and is providing improvements to the neighboring streets and signalization.

3. The Project will provide adequate methods of sewage disposal, refuse and other wastes, and provide for adequate control and retention of stormwater runoff.

The project will utilize Town wastewater. The Applicant's stormwater drainage/management system conforms to state requirements and was approved by the Conservation Commission. The project will utilize private refuse and recycling collection.

4. The Project will provide adequate methods of underground drainage.

The Applicant's drainage plan utilizes an underground chamber filtration system and was approved by the Town Engineer.

5. The Project will provide adequate off-street loading and unloading of vehicles.

The Applicant has designed internal roadways and circulation patterns to serve the uses within the project area. Deliveries will conform to these plans and to the schedule as depicted in the O & M Manual. The site will utilize private refuse and recycling collection.

6. The Project will provide adequate municipal facilities relative to fire and police protection and other municipal services to meet the needs of residents housed on the site.

The Fire and Police departments reviewed the project and have determined there is adequate capacity to serve the site and ensure public safety.

The Board further finds under Section 9.3.12 of the ZBL that the Site Plan substantially conforms to the Concept Plan approved by Town Meeting.

The Board grants the following waivers:

- A. Planning Board Rules and Regulations, Section C.3 "Location of Fire Alarms and Terminal Boxes". Allows the applicant to delay depiction of Fire Alarms and Terminal Boxes locations on plans until the building permit phase of construction.
- B. Planning Board Landscape Regulations, Section 5.6 "Planted Buffers and Visual Screening". Allows the applicant to space deciduous trees more than 20 feet apart along the front buffer due to utility conflicts and other obstructions.

- C. Planning Board Landscape Regulations, Section 5.9.6 requiring pole mounted exterior lighting be mounted no higher than fifteen (15) feet above grade. Allows the applicant to construct light fixtures that are 20 feet in height and are placed atop a three (3) foot concrete bollard.
- D. Planning Board Landscape Regulations, Section 5.11.6 requiring mulch be edged with wood, stone or steel edging when adjacent to sidewalks. Allows the applicant to eliminate the edging requirement project-wide.
- E. Planning Board Landscape Regulations, Section 5.11.8 requiring proposed developments are required to comply with regulations related to the control of Asian Longhorn Beetle. Allows a limited number of suitable parking lot trees that are host trees for the Asian Longhorn Beetle to increase species diversity project-wide.

Planning Board Vote – Site Plan

- A. To GRANT Site Plan Approval for the Plans dated August 10, 2017.

Greg Tuzzolo	Yes
Andrew D'Amour	Yes
William Gosz	Yes
Brent Mathison	Yes
Megan Zammuto	Yes

VII. Special Permits – Findings of the Planning Board:

After conducting the public hearings, and after its own analysis and deliberation relative to the proposed project and the supporting documents and plans described above and herein, the Board hereby makes the following written determinations, for each Special Permit requested. The following findings comply with the requirements for the issuance of Special Permits as described in Section 10.4.2 "Criteria" of the ZBL:

Special Permit: Multi-Family Use

- A. Social, economic, or community needs which are served by the proposal:

- *Meets community needs as identified in the Town's Housing Production Plan adopted in 2016: specifically Strategies 1.2 (production of mixed-income housing on vacant parcels) and 1.3 (creation of affordable units).*
- *Meets community and social needs consistent with the Town's Community Development Principles adopted in 2012. Specifically, Principal 1: (Concentrate*

Development and Integrate Uses) Principal 3: (Redevelop and Reuse), Principal 4 (Use Natural Resources Wisely) Principal 5: (Expand Housing Opportunities).

- *The project Concept Plan was approved by Town Meeting.*

B. Traffic flow and safety, including parking and loading:

The proposed project layout, proposed site plan and on/off site mitigation measures, promote safe traffic flow including parking and unloading generated by this use.

C. Adequacy of utilities and other public services:

The applicant has demonstrated there is adequate capacity for utilities and other public services. Additionally the board finds the proposed mitigation benefits the Town's existing utility infrastructure.

D. Neighborhood character and social structures:

- *The multi-family use provides a transitional zone between project and adjacent residential areas. Additionally the buffering and landscaping as proposed soften the transition to the adjacent single family neighborhoods.*
- *The proposed project is located on an industrially zoned site: this Special Permit will allow residential units to be developed in an industrial site, thereby providing a consistent residential component compatible with the surrounding residential areas. Additionally, the services and amenities will provide more integration with the surrounding neighborhoods than an industrial use.*

E. Impacts on natural environment:

This project provides state-of-the-art stormwater management, zero irrigation landscaping and updated de-icing methods. Additionally the project utilizes measures to protect endangered wildlife on the adjacent wetlands.

F. Potential fiscal impact including impact on town services, tax base and employment:

The project fiscal analysis performed by RKG associates and subsequent analysis by this Board have demonstrated the proposed use and overall project provide a net positive impact to the Town.

Additionally, in order to issue a Special Permit for a Multi-Family Use, Section 9.3.7 of the ZBL requires the SPGA to conclude:

1. The proposed use or structure (a Multi-Family Use) is consistent with the Concept Plan approved by Town Meeting.

The Board has concluded the proposed Multi-Family Use is consistent with the Concept Plan approved by Town Meeting.

2. Cumulative impacts from the proposed use or structure, including but not limited to, impacts on traffic and public infrastructure will be sufficiently minimized and mitigated through on and off site improvements.

The Board has concluded the impacts of the proposed Multi-Family Use on traffic and public infrastructure will be sufficiently minimized and mitigated through on and off site improvements.

3. The proposed use or structure, when completed, will be in harmony with the purpose and intent of NBOD and not otherwise inconsistent with the purpose and intent of the Maynard Zoning By-law.

The Board has concluded the proposed Multi-Family Use is in harmony with the purpose and intent of NBOD and not otherwise inconsistent with the purpose and intent of the Maynard Zoning By-law.

Planning Board vote: to GRANT a Special Permit to allow a Multi-Family Residential Use subject to the Conditions of Approval below.

Greg Tuzzolo	Yes
Andrew D'Amour	Yes
William Gosz	Yes
Brent Mathison	Yes
Megan Zammuto	Yes

Special Permit: Continuing Care Retirement Community

A. Social, economic, or community needs which are served by the proposal:

- *Meets a social and community need. Senior housing was specifically identified by the community in the 2014 Ad Hoc committee as a desired use for the project site. Additionally, the Town currently has no senior care facility.*
- *Meets community and social needs consistent with the Town's Community Development Principles adopted in 2012. Specifically, Principal 1: (Concentrate Development and Integrate Uses) Principal 3: (Redevelop and Reuse), Principal 4 (Use Natural Resources Wisely) Principal 5: (Expand Housing Opportunities)*
- *The project Concept Plan was approved by Town Meeting.*

B. Traffic flow and safety, including parking and loading:

The proposed project layout, proposed site plan and on/off site mitigation measures, promote safe traffic flow including parking and unloading generated by this use.

C. Adequacy of utilities and other public services:

The applicant has demonstrated there is adequate capacity for utilities and other public services. Additionally the board finds the proposed mitigation benefits the town's existing utility infrastructure.

D. Neighborhood character and social structures:

- *The multi-family use provides a transitional zone between project and adjacent residential areas. Additionally the buffering and landscaping as proposed soften the transition to the adjacent single family neighborhoods.*
- *The proposed project is located on an industrially zoned site: this Special Permit will allow residential units to be developed in an industrial site, thereby providing a consistent residential component compatible with the surrounding residential area. Additionally, the services and amenities will provide more integration with the surrounding neighborhoods than an industrial use.*

E. Impacts on natural environment:

This project provides state-of-the-art storm water management, zero irrigation landscaping and updated de-icing methods. Additionally the project utilizes measures to protect endangered wildlife on the adjacent wetlands.

F. Potential fiscal impact including impact on town services, tax base and employment:

The project fiscal analysis performed by RKG associates and subsequent analysis by this Board have demonstrated the proposed use and overall project provide a net positive impact to the Town.

Additionally, in order to issue a Special Permit for a Continuing Care Retirement Community (CCRC), Section 9.3.7 of the ZBL requires the SPGA to conclude:

1. The proposed use or structure is consistent with the Concept Plan approved by Town Meeting.

The Board has concluded a CCRC is consistent with the Concept Plan approved by Town Meeting.

2. Cumulative impacts from the proposed use or structure, including but not limited to, impacts on traffic and public infrastructure will be sufficiently minimized and mitigated through on and off site improvements.

The Board has concluded the impacts of a CCRC on traffic and public infrastructure will be sufficiently minimized and mitigated through on and off site improvements.

3. The proposed use or structure, when completed, will be in harmony with the purpose and intent of NBOD and not otherwise inconsistent with the purpose and intent of the Maynard Zoning By-law.

The Board has concluded a CCRC is in harmony with the purpose and intent of NBOD and not otherwise inconsistent with the purpose and intent of the Maynard Zoning By-law.

Planning Board vote: to GRANT a Special Permit to allow a Continuing Care Retirement Community subject to the Conditions of Approval below.

Greg Tuzzolo	Yes
Andrew D'Amour	Yes
William Gosz	Yes
Brent Mathison	Yes
Megan Zammuto	Yes

Special Permit: Drive-Thru Use

- A. Social, economic, or community needs which are served by the proposal:

The proposed use: is consistent with the criteria for special permit issuance. A grocery store was specifically identified by the community in the 2014 Ad Hoc committee as a desired use for the project site. The tenant grocery store model utilizes a pharmacy with drive-through service. Currently, the Town is limited to one pharmacy located in downtown. This will provide residents an additional opportunity for obtaining prescription medications.

- B. Traffic flow and safety, including parking and loading:

The traffic flow and safety requirements have been addressed through design improvements for the proposed drive thru. Additionally, the site plan and decision allow for additional drive thru queuing space should the need arise in the future.

C. Adequacy of utilities and other public services:

The applicant has demonstrated there is adequate capacity for utilities and other public services. Additionally the board finds the proposed mitigation benefits the town's existing utility infrastructure.

D. Neighborhood character and social structures:

This use is consistent with the mixed-use community in which it is located and it is buffered from the surrounding residential properties.

E. Impacts on natural environment:

This project provides state-of-the-art stormwater management, zero irrigation landscaping and updated de-icing methods. Additionally the project utilizes measures to protect endangered wildlife on the adjacent wetlands.

F. Potential fiscal impact including impact on town services, tax base and employment:

- *The project fiscal analysis performed by RKG associates and subsequent analysis by this Board have demonstrated the proposed use and overall project provide a net positive impact to the Town.*
- *The grocery store and the drive-through use will have a positive impact on the town's tax base and create employment opportunities. Additionally it will result in the capture of local dollars that might be spent outside of Maynard.*

Additionally, in order to issue a Special Permit for a Drive-Thru Use, Section 9.3.7 of the ZBL requires the SPGA to conclude:

1. The proposed use or structure is consistent with the Concept Plan approved by Town Meeting.

The Board has concluded a Drive-Thru is consistent with the Concept Plan approved by Town Meeting.

2. Cumulative impacts from the proposed use or structure, including but not limited to, impacts on traffic and public infrastructure will be sufficiently minimized and mitigated through on and off site improvements.

The Board has concluded the impacts of a Drive-Thru on traffic and public infrastructure will be sufficiently minimized and mitigated through on and off site improvements.

3. The proposed use or structure, when completed, will be in harmony with the purpose and intent of NBOD and not otherwise inconsistent with the purpose and intent of the Maynard Zoning By-law.

The Board has concluded a Drive-Thru is in harmony with the purpose and intent of NBOD and not otherwise inconsistent with the purpose and intent of the Maynard Zoning By-law.

Planning Board vote: to GRANT a Special Permit to allow a Drive-Thru Use subject to the Conditions of Approval below.

Greg Tuzzolo	Yes
Andrew D'Amour	Yes
William Gosz	Yes
Brent Mathison	Yes
Megan Zammuto	Yes

Special Permit: Relief from Parking Standards

The requested relief is to allow:

1. A reduction in the number of required parking spaces within the Project.
2. Fewer than the required number of raised landscaped islands situated throughout the parking field with dimensions, locations and designs variant from those required.
3. Elimination of light poles in certain raised landscape islands and the installation of light poles in paved areas of the parking field.

Pursuant to Sections 6.1.5, Section 6.1.10.9 and Section 6.1.15 of the ZBL that state a request for Special Permit allowing parking relief must provide a demonstration that there is no possible way to provide the parking required; or that doing so would (1) render the project infeasible (including the shared parking option), and (2) that a lack of compliance will not adversely affect either the use proposed (and its users) or the parking situation downtown (Required for Relief from Parking Standards only). The Board makes the following findings:

By meeting required setbacks, the proposed parking lot modifications provide additional green/open space. This layout creates a Zoning By-law compliant and aesthetically improved project. By meeting this requirement, the Applicant has demonstrated there is no possible way to provide the quantity of parking spaces required by the ZBL.

A. Social, economic, or community needs which are served by the proposal:

- *The proposed waiver reduces the total amount of parking on the site and offers additional greenspace.*
- *Eliminating several landscape islands in the parking lot allows for a more compact development pattern and provides the community more greenspace in the portion of the site abutting Parker Street.*
- *The proposed lighting provides safety lighting and is minimally intrusive to the surrounding area*

B. Traffic flow and safety, including parking and loading:

The proposed waiver has no negative effect on traffic flow and safety.

C. Adequacy of utilities and other public services:

The applicant has demonstrated there is adequate capacity for utilities and other public services. Additionally the Board finds the proposed mitigation benefits the town's existing utility infrastructure.

D. Neighborhood character and social structures:

Particularly when viewing from Parker Street, the proposed waiver results in a more aesthetically pleasing design due to front setbacks. This benefits the surrounding neighborhoods.

E. Impacts on natural environment:

This project provides state-of-the-art storm water management, zero irrigation landscaping and updated de-icing methods. Additionally the project utilizes measures to protect endangered wildlife on the adjacent wetlands.

F. Potential fiscal impact including impact on town services, tax base and employment:

The proposed waiver has no negative effect on town services, tax base, and employment.

Planning Board vote: to GRANT a Special Permit providing relief from Parking Standards of the ZBL. Specifically the Applicant is granted relief from strict compliance with Sections 6.1.5, Section 6.1.10.9 and Section 6.1.15 of the Zoning By-laws so as to allow for relief as requested above subject to the Conditions of Approval below.

Greg Tuzzolo	Yes
Andrew D'Amour	Yes
William Gosz	Yes
Brent Mathison	Yes
Megan Zammuto	Yes

Special Permit: Relief from Signage Regulations

The requested relief is to provide relief from Section 6.2.8.3 which prohibits internally illuminated signage. The Board makes the following findings:

A. Social, economic, or community needs which are served by the proposal:

The proposed waiver is consistent with the intent of the Zoning By-laws for granting of a Special Permit for signage: an internally illuminated sign is an economic benefit for a project of this scale.

B. Traffic flow and safety, including parking and loading:

The proposed waiver does not affect traffic flow or safety, including parking and loading.

C. Adequacy of utilities and other public services:

The proposed waiver does not affect utilities or other public services.

D. Neighborhood character and social structures:

The proposed waiver only addressed signage facing interior of the project. It should not affect the surrounding neighborhoods.

E. Impacts on natural environment:

The lighting is not a negative effect on the natural environment. The proposed lighting is not anticipated to contribute to light pollution.

F. Potential fiscal impact including impact on town services, tax base and employment:

The proposed waiver has no negative effect on town services, tax base, and employment.

Planning Board vote: to GRANT a Special Permit providing relief from Signage Regulations of the ZBL. Specifically the Applicant is granted relief from strict compliance with Sections 6.2.8.3, subject to the Conditions of Approval below.

Greg Tuzzolo	Yes
Andrew D'Amour	Yes
William Gosz	Yes
Brent Mathison	Yes
Megan Zammuto	Yes

IX. Conditions of Approval

Pursuant to votes taken during the August 16, 2017 meeting, the Planning Board voted to approve the above-referenced Site Plan and Special Permit applications with associated waivers, subject to each of the conditions set forth below. In addition to the enumerated conditions set forth below, the Planning Board adopts and imposes the entirety of the conditions and requirements of the Memorandum of Agreement between the Town and the applicant dated September 6, 2016 and found at Exhibit "A" attached hereto and incorporated herein. In the event that this Decision imposes more stringent requirements than those contained in the Memorandum of Agreement, the requirements of this Decision shall control. In addition, the Planning Board adopts and imposes the entirety of the conditions and requirements imposed by the Board of Appeals and Conservation Commission regarding decisions pertaining to the Project. In the event that this Decision imposes more stringent requirements than those contained in the relevant decisions of the Board of Appeals or the Conservation Commission, the requirements of this Decision shall control.

A. Compliance with State and Federal Requirements

1. The Project, and all construction, dwelling units, utilities, ways, drainage, earth removal or relocation of structures and all related appurtenances with respect to the Project, shall comply with all applicable state and federal regulations. The Applicant shall promptly provide the Board with copies of all permitting requests and other correspondence directed to any applicable state or federal agency and of all correspondence, approvals or disapprovals received from any such agency. This Decision applies only to the requested Site Plan and Special Permit approvals. Other approvals or permits required by other governmental agencies or Town boards, agencies or bodies having jurisdiction shall not be assumed or implied by this Decision.
2. The Project shall comply with all rules, regulations, filing and permit requirements and certifications pertaining to any and all federal and state laws and regulations and all Town of Maynard rules, regulations and filing requirements not waived by this Decision.
3. The Project shall comply with all rules, regulations, permit and filing requirements, and certifications of the Maynard Board of Health and Department of Environmental Protection with respect to wastewater disposal, storm water disposal, resource protection, water supply and low impact development best management practices.
4. The Project shall comply with the rules and regulations of the Maynard Board of Health in effect at the time of application not otherwise granted a waiver herein, and

dwelling floor plans shall be provided for review and approval by the Board of Health for consistency with the terms of this Decision.

5. The Project shall comply with all decisions of the Maynard Board of Appeals and Conservation Commission governing development of the Project.
6. The Project shall comply with all rules, regulations, filing and permit requirements and certifications required by the regulations adopted by the Executive Office of Environmental Affairs pursuant to the Massachusetts Environmental Policy Act (G. L. c. 30, § 61-62H), if and as applicable.
7. Copies of all approvals/permits required from Federal State and local agencies shall be submitted to the Town prior to recording of final plans.

B. Local Requirements

8. Except as expressly waived by this Decision the development of this Project shall comply with the Maynard Zoning By-Law in effect at the time of the Application.
9. Except as waived by this Decision or a decision of the Maynard Board of Health, the Project shall comply, in all respects, with the rules, regulations, filing and permit requirements and certifications of the Maynard Board of Health governing private wells, storm water disposal and wastewater disposal.

C. Limitations on Number of Dwelling Units and Square Footage of Non Residential Structures

10. The total number of dwelling units available for rent, and perpetually restricted from sale, shall not exceed one hundred and eighty (180).
11. The total number of units contained in the Independent Living or Continuing Care Retirement Community available for rent, and perpetually restricted from sale, shall not exceed one hundred and forty three (143).
12. The maximum gross floor area of structures not containing residential units or units contained within the Independent Living or Continuing Care Retirement Community shall be three hundred and ten thousand (310,000) square feet.

D. Affordable Dwelling Units

13. Not less than seventeen (17) dwelling units constructed and rented shall be affordable to individuals and/or families earning no more than eighty (80%) percent of the annual area median income as determined by Department of Housing and Community Development ("DHCD"). If the Project contains more than one hundred and seventy five (175) dwelling units (but in no event greater than one hundred and eighty (180) dwelling units), each dwelling unit constructed beyond the one hundred and seventy fifth dwelling unit shall be an affordable dwelling unit (the "affordable dwelling units" or "affordable units"). The calculation of what constitutes the allowable median

income for the purposes of renting the affordable dwelling units shall be based on formulas or the methodology published by the DHCD, as revised but in no event shall the rental price be higher than that price permitted for the dwelling units to be included in DHCD's Subsidized Housing Inventory ("SHI") for the Town of Maynard. Compliance with this condition of approval requires that the affordable dwelling units be included within the SHI for the Town of Maynard.

14. The affordable units will be evenly distributed within residential structures and shall be substantially indistinguishable in architectural style, exterior finish materials, and exterior appearance from market units.
15. Each affordable unit shall be rented pursuant to an affordable housing restriction, more fully described below.
16. The Applicant or its assigns shall execute an affordable housing restriction pursuant to G.L. c.184, ss.31-33, approved and enforceable by the Town of Maynard and consistent with any requirements and approvals from DHCD to ensure that the dwelling units are contained within the SHI for the Town of Maynard, requiring that the affordable units remain affordable in perpetuity.

E. Management Documents

17. The property will be professionally managed consistent with industry standards in perpetuity, and the landscaping and site infrastructure will be continuously maintained.
 18. The Applicant submitted an "Operations and Maintenance Manual (the 'O&M Plan')"
- dated July 24, 2017. The O&M Plan shall be revised as follows below and following review by the Town Planner for consistency with this Decision, the updated O&M Plan shall be recorded as "Exhibit "B" to the Decision. Section Three of the O&M Plan shall be modified as follows:
- Grocery Store Area, Site Lighting shall read: "On at dusk, dim to 50% from 11:30pm to 1:00am, security lighting from 1:00am to 5:00am, all on from 6:00am until dawn (may be all on at 5:00 am if business open)."
 - Grocery Store Area, Delivery Hours shall read: "Grocery and Frozen Food – 10:00am to 9:00pm - 48 foot tractor trailers – smaller delivery trucks by Direct Store Delivery (DSD)."
 - Misc General Property, Trash Pick Up Hours shall read: "Monday through Friday 6:30am – 6:00pm, Saturday 8:00am – 6:00pm."

Compliance with the updated O&M Plan is incorporated herein as an independent condition. Should the updated O&M Plan conflict with any of the enumerated conditions contained in this Decision, the more restrictive of the two shall control. All activities not otherwise provided for in this Decision shall be in conformance with the O&M Plan. The O&M Plan includes, but is not limited to, de-icing standards, water monitor well testing, delivery hours and hours of operation. Substantial revisions to the O&M Plan shall require revisions to this Decision. A determination of what constitutes a "Substantial Revision" is within the sole discretion of the Planning Board.

19. The Applicant shall provide an annual stormwater report and bi annual monitoring well analysis to the Planning Board and the Conservation Commission as detailed in the O&M Plan. Annual due date shall be the effective date of the Decision.

F. Conditions Precedent to Commencement of Project

Introduction: The Site Development Plans (the "Approved Plans") prepared by Bohler Engineering dated February 15, 2017 and revised August 10, 2017 as approved herein, (the "Approved Site Plans") are the Plans which control and define the development of this Project as conditioned by this Decision. So as to assure compliance with the Approved Site Plans and this Decision, the conditions below are conditions precedent to site disturbance. In particular, and without limitation, no grading, land disturbance, or construction/demolition of any structure or infrastructure shall commence until each of the following conditions have been satisfied.

20. The Project Applicant shall submit a final set of compiled site plans that incorporate all agreed upon revisions made during the peer review and Planning Board public hearing process, including but not limited to updates and revisions to: Storm water design / Drainage System.
 - a. Parking
 - b. Lighting, Site, Emergency and Building
 - c. Traffic Improvements
 - d. Landscaping, etc.
21. Five full-scale sets and 10 CD's of the Approved Site Plans have been filed with the Board, including underground utilities plans, water system, stormwater system, gas, telephone, electric and cable systems (to the extent available to the Applicant from various utility companies) and have been received and reviewed by the Town Engineer and Building Department and determined to be consistent with this Decision.
22. A NPDES Storm Water Pollution Prevention Plan, erosion control plan and stormwater management systems operations and maintenance plan has been submitted pursuant to established requirements to the U.S. Environmental Protection Agency.
23. A construction phasing schedule identifying the various phases of construction has been submitted to the Board.
24. The Applicant has filed with MEPA unit of the Massachusetts Executive Office of Environmental Affairs an Environmental Notification Form adequately describing the Project as permitted by this Decision and has received all necessary permission from the Executive Office of Environmental Affairs.
25. The Applicant has executed and the Town has accepted for recording, easements granting the Town the right to enter the locus to repair and maintain water and sewer

lines as necessary to ensure the health and safety of the invitees and residents within the Project. The easement locations are those shown on the Approved Site Plans.

26. Final Permanent Highway Easement Plans shall be prepared and submitted to the Town for review and approval and shall be recorded by the applicant at the appropriate Registry of Deeds. These Permanent Highway Easement Plans shall be prepared for any of the proposed project improvements that convey the public to the project site that are currently located outside the Town of Maynard roadway/property layouts.
27. All zoning district lines have been identified on the Approved Site Plans for reference purposes.
28. The Applicant has obtained all necessary private utility permits and final designs but not limited to gas pipeline, electric, telephone and cable service required by the respective utilities prior to the commencement of construction. Documentation of all Permits/approvals issued by private utilities (or proof of application if approval not issued) pertaining to the development of the Project shall be provided to the Board prior to any construction.
29. The approved Site Plans shall indicate the location and design (including materials to be used) of all retaining walls, fences or other structural devices to be used within the Project.
30. The Applicant has made formal and binding arrangements for payment to the Town of Maynard in that amount that equals no less than thirty three percent (33%) of the Total Actual Approved Cost (incurred or to be incurred, less any grant or other subsidy obtained) of the Project's sewer flow impacts and service requirements to the Maynard sewer system and infrastructure, the same being the amount that has been determined to be specifically and uniquely attributable to the impacts of the current project and the percentage agreed to by the Applicant during the public hearings held in this matter. A copy of the anticipated Schedule of Improvements and Repairs with Applicant's allocable share is attached hereto as **Exhibit C**. The thirty three percent (33%) contribution required by this condition was derived from reports and analysis prepared by the Board's consulting engineers and responses from the Applicant; accordingly, the Board has concluded that this proportionate share adequately pays for the Project's specific and directly attributable impacts to the Town's wastewater disposal system. The thirty three percent (33%) payment accounts only for the Project's direct impacts and does not include payment for any pre-existing deficiencies—those in existence prior to the approval of the Project—within the Town's sewer infrastructure. Accordingly, the Planning Board concludes that the required payment has been calculated to ensure that the Applicant is paying only for the measureable and attributable impacts resulting from the approved Project. The final Total Cost from which Applicant's proportionate share will be derived (the "Applicants Final Dollar Amount") shall be determined by the Director of Public Works in his/her sole discretion, after consultation with the Applicant, shall be consistent with **Exhibit C**, and will be paid at the same time as the payment of the sewer connection fees required by the Memorandum of Agreement attached hereto as **Exhibit A**.

G. Conditions Precedent to Making Application For Building Permit(s)

31. The Applicant shall pay all fees incurred arising from review of the project by all consultants to the Town, as well as legal fees incurred by the Town, during project review and through the issuance and recording of this Decision with the Maynard Town Clerk.
32. All buffers landscape and otherwise, shall be installed prior to commencement of any construction activity on the site. In the event of seasonal weather restrictions, buffer landscaping shall be installed as soon as feasible as determined by the Town Engineer.
33. Fence installation/tree clearing/proposed buffer planting at the residential abutting property lines shall be coordinated and presented to each of the neighbors in the field at a mutually convenient time prior to construction to minimize unnecessary tree clearing.
34. All conditions precedent to commencement of the Project have been fulfilled as per this Decision and to the reasonable satisfaction of the Board which determination shall be made within forty-five (45) days following the filing any Building Permit application. The Planning Board's determination may be made at anytime upon confirmation of the following information and shall not require a public hearing:
 - A. A copy of the request for a building permit. The building permit application must include a complete set of engineering drawings, plans and specifications (hereinafter "Complete Plans") for use by contractors, inspectors and permit compliance officers. These drawings, plans and specifications shall be stamped by a Registered Architect or Professional Engineer, as appropriate, licensed in the Commonwealth of Massachusetts.
 - B. A copy of site layout plans shown at scales considered adequate for review purposes. The Building Commissioner on behalf of the Board, shall review the layouts for conformance with this Decision. A copy of site layout plans, and final and detailed architectural drawings (including plans and elevations) shown at scales considered adequate for review purposes, of all dwelling units and structures as approved by this Decision, including interior floor plans, if applicable, current and finished elevations, construction type and exterior finishes to the detail required for use as on-site construction drawings and/or to obtain a building permit in accordance with the State Building Code, whichever requirement is more detailed (hereinafter "Structure Plans"). No structures (as defined by the Maynard Zoning Bylaw) other than those permitted by this Decision are allowed on the locus.
 - C. Final and detailed utilities plans including properly labeled drainage components and all site utilities including water supply lines, wastewater disposal connections and appurtenances and dwelling unit connections thereto, and when available from respective utility companies, electric, gas and telephone, indicating that all utilities servicing this Project shall be underground within the locus of the Project and to the detail required for use as on-site

construction drawings and/or to obtain a building permit in accordance with the State Building Code, whichever requirement is more detailed.

- D. All required landscaping, fencing and related improvements to the Site where the Site abuts residential properties have been installed or, relating to landscaping only, will be installed in the next appropriate growing season.

H. Conditions Relating to Construction and Compliance with Site Plan and Special Permit Approvals

35. At least forty-eight (48) hours prior to any initial site work, a pre-construction meeting shall be held with the Applicant, Applicant's contractor, and representatives of the Town departments having an interest in the plan. Said meeting shall be for the purpose of familiarization with the project, the conditions of approval, and the project's construction sequence and timetable. A representative of the Planning Board may attend in the Board's discretion. During construction, the name and mobile telephone number of the site manager or clerk of works employed by the Applicant shall be filed with the Building Department, the Board, and the Maynard Police Department, and such name and mobile telephone number shall be kept current.
36. Prior to commencement of construction, the Applicant shall provide the Board with copy of a municipal lien certificate indicating that all taxes, assessments and charges due on the Site have been paid.
37. During construction, the Applicant and its agents and employees shall conform to all local, state and federal laws regarding noise, vibration, dust and use of Town roads and utilities. The Applicant shall at all times use all reasonable means to minimize inconvenience to residents in the general area. No construction or noise-generating activities shall commence before 7:00 AM Monday through Friday or on Saturday before 9:00 AM. Construction or noise-generating activities shall cease by 6:00 PM on all days. No construction or noise-generating activity whatsoever shall take place on Sunday or Federal holidays.
38. Storm water management systems shall meet the design and performance requirements of the Maynard Subdivision Rules and Regulations unless otherwise waived by this Decision, and shall meet the requirements of the DEP Storm Water Management Policy and Handbook (Vols. 1 & 2), as revised.
39. Consistent with the Mass DEP Stormwater Handbook, oil separating hoods shall be installed on all outlet pipes from proposed Catch Basins located on the property
40. Utilities -All electric, cable and telephone utilities shall be underground, and shall conform to the private utility companies' requirements.
41. Water system design and construction shall meet the requirements, standards and regulations of the Maynard Department of Public Works and the Massachusetts Department of Environmental Protection's Guidelines and Policies for Public Water Supplies.

42. The Project shall not worsen drainage conditions on any adjacent property.
43. All stumps, brush, and other debris resulting from any clearing or grading shall be removed from the locus. No stumps or other debris shall be buried on the locus.
44. A written submission shall be submitted to the Board describing all utility easements and covenants affecting the use of the Site, referring to such covenants and locating such easements if not already shown on the Approved Plans or those thereafter approved by the Town Engineer consistent with the conditions of this Decision. The Applicant also shall submit to the Board copies of written or recorded instruments granting or agreeing to such easements and covenants.
45. Final Permanent Highway Easement Plans shall be prepared and submitted to the Town for review and approval and shall be recorded by the applicant at the appropriate Registry of Deeds. These Permanent Highway Easement Plans shall be prepared for any of the proposed project improvements that convey the public to the project site that are currently located outside the Town of Maynard roadway/property layouts.
46. To ensure compliance with the terms and conditions of this Decision and any approval or order by any federal or state agency, the Applicant shall, no less than thirty (30) days prior to the request for an occupancy permit for any individual structure approved in this Decision, submit to the Board a complete and detailed "As-Built" Plan(s) of the roadway and associated infrastructure as it relates to the structure for which application is being made. Such "As Built Plan(s)" shall be reviewed and approved by the Town Engineer or designee together with a certification, provided by the Applicant or its assignee, prepared by a Professional Engineer or Architect registered in the Commonwealth of Massachusetts that the Project "As-Built Plan" complies in all substantive respects with this Decision and any other approval or order by any federal, state or local agency. Progress as-built plans may be submitted for the extent of roadway and associated infrastructure serving those structures for which certificates of occupancy are sought. Any damage to public roads and walkways shall be repaired and/or replaced to the satisfaction of the Town Engineer or designee.
47. Temporary certificates of occupancy may be granted at the discretion of the Building Inspector. The Fire Department shall not sign the occupancy permit until all required fire prevention and detection systems are installed and operating, carbon monoxide detectors are installed and operating, if applicable, street signs and house numbers are in place and all required inspections have been completed by the Fire Department.
48. The Applicant may demolish existing structures on Site provided that compliance with the condition precedent requirements of this Decision have been met and the Building Commissioner has issued a Demolition Permit for the same.
49. The Applicant and its assigns shall be responsible for the perpetual maintenance of all landscaping, fencing and related matters on the Site as required by this Decision

50. Snow storage shall not encroach in the 45 foot buffers adjacent to residential areas and the Approved Plans shall be revised consistent with this condition.
51. Deicing Chemicals-Based on the proximity of the proposed redevelopment project to the one of the Town's existing bedrock wells, the Applicant shall only apply the required amount of Deicing Chemicals to ensure adequate Public safety for the users of the site.
52. The Applicant shall construct a lighted walkway to the Maynard High School. The walkway shall be constructed with asphalt (minimum 4 inches thick) and shall be six (6) feet wide and subject to Conservation Commission approval if applicable. The walkway shall be installed prior to the issuance of the first/initial occupancy permit for a retail use. It is anticipated that the Town of Maynard will provide written authority for the construction of that portion of the walkway located on Town property.
53. All curbing and walkways shall be constructed as shown on the Approved Site Plan.
54. The Applicant shall be responsible for removal by street sweeper on a regular basis of any material deposited on public or private ways in Town as a result of construction operations at the subject site. Material shall be removed whenever there is an accumulation of material on Town ways, however the Planning Board or its Agent may require more frequent sweepings at any time during construction if deemed necessary.
55. The Project shall utilize private refuse and recycling collection.
56. Dust on or adjacent to the construction site or as a result of the construction at the site, shall be controlled so as to not impact neighboring land owners. Any non-stabilized areas shall be stabilized with hay mulch/loam/seed if left for more than 14 days.
57. No parking of construction vehicles shall occur on a public or private off-site roadway overnight or for longer than one hour during construction of the development. No idling of construction-related vehicles shall occur for a period longer than 30 minutes, subject to any more stringent state law.
58. The building elevations and materials shall be substantially consistent with the building elevations submitted as part of the Site Plan and Concept Plan approval process. Any significant deviation as determined by the Building Inspector from such shall require the submittal of revised architectural plans for review and approval by the Board prior to the issuance of a building permit.
59. An "as-built" plan accurately showing exact locations of all project improvements associated with this Decision, including roadways, curbing, utilities and their locations with elevations on storm drainage structures and sanitary sewer systems components must be furnished to the DPW prior to issuance of an Occupancy Permit for that building. Said plan is to be prepared by an engineer or surveyor registered in the Commonwealth of Massachusetts. The plan must be on Mylar with six (6) sets of prints, and must be suitable for recording at the Registry of Deeds.

60. Any and all plans that may be approved by the Conservation Commission, pursuant to an Order of Conditions and the Town's Stormwater Management Bylaw are incorporated herein. If there is any inconsistency between this Decision and the plans as may be approved by the Conservation Commission, the Applicant shall submit amended plans and applications for amendment to the Planning Board for approval.
61. The Planning Board or its designee reserves the right to review compliance with the terms and conditions of this Decision at any time.
62. The Board retains authority at its sole discretion to require reasonably minor modifications to lighting on the site and activities under Section 3 of the O&M Plan to mitigate the project's impacts on the neighborhood. Such modifications may be made following receipt of public comment and shall not entail a Public Hearing.
63. The Town Engineer shall provide the Planning Board, within one year from the issuance of the Certificate of Occupancy for the Pharmacy Drive-Thru, with an opinion as to the safety and adequacy of queuing room as proposed within the approved Project. The Planning Board reserves all rights to require an alternative design to accommodate additional stacking of vehicles in the event the design as depicted on the approved site plan is determined to be inadequate.
64. The project shall comply with the Sign Permit regulations contained in **Exhibit "E"** for all signage for the project not included in the Concept Plan approved by Town Meeting on October 5, 2016.
65. Upon the issuance of any Certificate of Occupancy, the Applicant shall consult with the Chief of Police to review the adequacy of the site security lighting and thereafter, the Applicant shall report to the Planning Board. No modification of the site lighting may be inconsistent with the recommendation of the Chief of Police with respect to public safety.
66. The Applicant shall modify the signal equipment to replace the existing circular green signal indicator facing the westbound Main Street approach to the intersection of Great Road and Main Street with green right-turn arrow signal heads prior to issuance of first occupancy permit.
67. All applications for building permits shall be accompanied by a certified letter from a professional engineer attesting that the subject of the permit application can achieve a 30% reduction in water consumption over a baseline calculation as defined by USGBC, LEED BD+C v4 WE – Indoor Water Use Reduction.
68. Compressors on delivery vehicles shall be shut off prior to entering the site.
69. Delivery vehicles backing audio warning devices shall be switched off as legally permitted and equipment permitting.
70. "Jake Brakes" are prohibited within 500' of the project property line.

I. Administrative

71. The Applicant, through its registered professional engineer, shall routinely inspect all aspects of site construction and certify to the Town that same has been completed in conformance with the Approved Site Plans. The Town of Maynard its officials, employees or contractors are not responsible for such inspections, will not certify construction compliance and disclaim any liability therefore. Once construction has commenced, the Applicant, through its registered professional engineer, shall provide regular monthly written reports to the Town Engineer/DPW Director detailing the progress of construction and the results of all inspections. In the event that such report is not timely received by the Town Engineer/ DPW Director, after written notice to cure and no report being provided within five (5) business days thereafter, the Applicant shall immediately cease any site activity other than to make the site safe and secure and shall deposit the sum of \$20,000.00 as an advance deposit into a special account established by the Town Treasurer for this Project prior to the continued construction of the Project. Thereafter the Applicant shall pay the reasonable expenses deemed appropriate by the Town Engineer/DPW Director for the review and inspection of all site and construction activity through that date. The Applicant will also pay any additional costs to the Town as required; and if at any time the amount of the above noted advance deposit is reduced below \$5,000, the Applicant, upon request, shall within five (5) business days pay to the Town an amount sufficient to increase the amount of the deposit to \$5,000, and if the Applicant fails to pay such amount within such period all work on the project shall cease until such amount has been paid. Any excess remaining in this account with the Town Treasurer at the completion of the Project will be returned to Applicant.

The Town Engineer or his duly authorized agent may, at any time, make periodic visits to the site to confirm construction is proceeding in general conformance with the approved design, Site Plan and Special Permits.

Inspections by the Town, may include but shall not be limited to:

- a. Site clearing and sedimentation control (silt fence, entrance, silt sacks)
- b. Drainage and storm water measures, water, sewer and other utility construction (first to confirm correct installation procedures and then periodic inspections to monitor installation)
- c. Grading (random visits to assure correct drainage patterns)
- d. Sub-base material for roadway, parking lots and sidewalk areas (periodic visits) (compaction tests, proctor number and gradation tests required for Town-owned roadway and sidewalks)
- e. Detention basin/infiltration System construction (bottom area and periodic visits)
- f. Paving operations (first to confirm correct methods then periodic inspections to monitor construction)
- g. Pavement markings, if applicable (periodic visits)
- h. Sidewalks/wheelchair ramps, if applicable (periodic visits)
- i. Erosion control measures and soil stabilization, if applicable (periodic visits)
- j. Lighting and landscaping (periodic visits)

- k. Construction of structural walls or other structural items if applicable (as needed)
- l. Utility testing or traffic control testing (as required)
- m. Minimization of adverse impacts to the residential abutters.

The establishment of the special account noted above shall be made pursuant to G.L. c. 44, s. 53G and the authority of the Planning Board pursuant to G.L. c. 40A, s. 9 and provides for the reasonable fees for engineering reviews and the Town's construction oversight of the Project, and any legal fees arising in the course of such oversight, for whatever period the Project takes for completion as provided hereinabove. No site disturbance or construction shall commence and no site disturbance or construction shall continue, until all fees required by this condition have been paid.

In addition to the foregoing, the Applicant shall conform to the requirements of the Department of Public Works for all sewer and water inspections and any inspection fees that are applicable based on the Town's standard operating procedures as well as the payment of any and all fees established by the Memorandum of Agreement found at Exhibit A.

- 72. The Applicant shall post a performance guarantee to the satisfaction of the Town Engineer for offsite mitigation and work to be completed within or on, Parker Street or any other public way, prior to the commencement of any offsite work. Any construction related damage to adjacent roads shall be repaired by the Applicant in a manner satisfactory to the Town Engineer. This performance guarantee is to be received by the Town prior to the issuance of any occupancy permit.
- 73. The applicant will conduct a post-opening traffic monitoring program as specified in the Town's final review (June 13, 2017) of the Traffic Impact and Access Study for the project listed in Table 1.
- 74. The applicant will construct the site-access and off-site traffic improvements as shown on the material listed in Table 1, with any required additions or modifications as noted in the Town's final review of these documents (dated August 7, 2017). Traffic-related improvements and /or commitments not depicted on these plans will be implemented as specified in VHB's final review documents for the Traffic Impact and Access Study (June 13, 2017), Site Plans (latest revision August 10, 2017), and Off-Site Improvement Plans (August 14, 2017).
- 75. If warranted by field conditions observed by the Town during construction of the off-site roadway improvements, the Applicant shall complete full-depth reconstruction of the Parker Street/Old Marlboro Road intersection if deemed necessary by the Town considering observed pavements conditions at that time relative to the additional burden placed upon this infrastructure by project-generated traffic.
- 76. Time limit to build: except for good cause as determined by the Board, the Applicant shall complete the majority (no less than 50% of the square footage approved by the Decision) of the Project approved by this Decision within five (5) years from the date of this Decision and the expiration of the relevant appeal period. Upon request of the

Applicant made within the five-year period, the time limit to build may be extended for an additional five-year period upon a finding of good cause. All areas not under development shall be loamed and seeded.

77. The Applicant shall keep the site and the adjoining existing roadway area along Parker Street and abutting properties clean during construction. Upon completion of all work on the Site and prior to As-Built approval, all debris and construction materials shall be removed and disposed of in accordance with state laws and regulations.
78. Construction, once commenced, shall progress through to completion as continuously and expeditiously as possible and in accordance with the construction sequence and timetable approved within the O&M Plan.
79. No storage or stockpiling of construction materials shall occur within 150 feet of the Project property lines.
80. All areas to be protected under the Wetlands Protection Act or other regulatory requirements from encroachment by construction shall be marked on the ground as shown on the approved construction plans. These barriers shall be maintained by the Applicant throughout the construction phase of the project.
81. No dwelling unit or non residential structure shall be occupied or used until the improvements specified in this Decision and set forth on the plans of record are constructed and installed so as to adequately serve said building or adequate security has been provided, reasonably acceptable to the Board, to ensure such completion.
82. No dwelling unit, unit within the Independent Living or Continuing Care Retirement Community or non residential structure, shall be occupied until the building utilities specified in this Decision and set forth on the plans of record are constructed and installed so as to adequately serve said dwelling unit or non-residential structure.

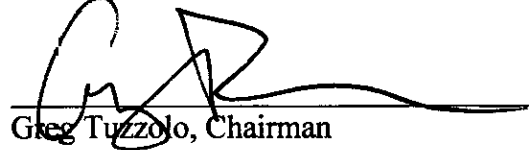
J. Performance Guarantees

83. Prior to full surety release, satisfactory As-built Plans shall be provided to the Board. All sureties shall contain the following provision: "The Principal shall fully and satisfactorily observe and perform in accordance with the qualifications and time schedule set forth herein specified all the covenants, conditions, agreements, terms and provisions set forth in the Decision of the Board dated August 25, 2017. The amount of the required surety for offsite work is: \$_____". In determining the amount of the surety, the Board has been guided by those sureties normally required for a bond in the Town of Maynard and has considered the following formula in setting the sum of the security: (1) An estimate of the cost to complete the work that is satisfactory to the Board; plus (2) a ten percent margin of error; plus an appropriate rate of inflation over a five-year period.

X. Planning Board Endorsement

The Planning Board's Approval is hereby approved with the Findings and Conditions contained herein.

Signing for the Maynard Planning Board:

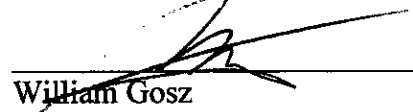


 Greg Tuzzolo, Chairman

August 16, 2017
 Date

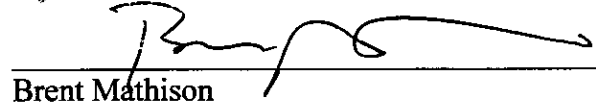
 Andrew D'Amour, Vice-Chair

August 16, 2017
 Date



 William Gosz

August 16, 2017
 Date



 Brent Mathison

August 16, 2017
 Date



 Megan Zammuto

August 16, 2017
 Date

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2

Doc 01770886

Southern Middlesex Land Court
Registry District

RECEIVED FOR REGISTRATION

On: Sep 20, 2017 at 12:16P

Document Fee 75.00

Receipt Total: \$193.00

NOTED ON: CERT 258594 BK 01466 PG 70

ALSO NOTED ON:

CAPITAL GROUP
NAME
259 TURNPIKE RD 508 4855333
STREET ADDRESS
SOUTH BORD MA 01772
CITY OR TOWN
ZIP

1770886

Exhibit “A”

Decision - Site Plan approval with Special Permits for Maynard Crossing (AKA 129 Parker Street)
Planning File #'s: PB16-11, PB 16-12, PB 16-13, PB 17-04, PB 17-08 and PB 17-09.

**The Memorandum of
Agreement between the Town and the
applicant dated September 6, 2016**



1000 85 00A

MEMORANDUM OF AGREEMENT

September 6, 2016

I. Preliminary Statement

This contract, executed by the Parties on September 6, 2016, shall become effective immediately upon passage by Maynard Town Meeting's approval of the Concept and Signage plans or revisions thereto, identified in Section III of this Agreement, is a "Memorandum of Agreement" ("MOA") between Maynard Crossing, JV, LLC, the property owner, its successors and assigns and the Town of Maynard ("Town of Maynard" or "Town") in accordance with Section 9.3.3 of the Neighborhood Business Overlay District ("NBOD") as codified in the Zoning By Laws of the Town of Maynard, as amended through January 2016. The Property Owner's commitments and terms listed in this MOA are offered freely and in response to the calculation of development impacts from the proposed 129 Parker Street development. This MOA shall hereafter be in full force and effect with the offers and conditions set forth below and shall supersede and replace any prior Agreements by and between the parties as it relates to the property that is subject to this Agreement.

The Parties to this MOA are:

- A. The Town of Maynard, Massachusetts, by and through its Board of Selectmen. As used in this MOA, "Maynard" shall also mean the Town of Maynard as a municipal entity or its Boards, Commissions, Departments and staff, as applicable in context.
- B. Maynard Crossing, JV, LLC, with a business address of 259 Turnpike Road, Southborough MA, 01772, which is the fee simple owner of the property located at 129 Parker Street, Maynard, Massachusetts and its successors, assigns, mortgagees and all others taking title in fee or less than fee or otherwise acquiring an interest to a part or all of the Property described herein (all the above hereinafter identified as "the Owner").

The property that is the subject of this MOA located at 129 Parker Street, Maynard, Massachusetts, and identified a Assessor's map number 25 and parcel numbers 152 and 152-1 ("the Property"). The legal description of the Property is attached hereto as Exhibit A.

In addition to the legal binding effect of this MOA, it is understood and agreed that the Owner will apply for various approvals from, among others, the Maynard Planning Board, that may include but not be limited to, Site Plan and Special Permit approval pursuant to the Maynard Zoning Bylaw. The Owner agrees to be bound by such terms and conditions imposed by the Planning Board; terms and conditions that are to be considered in addition to, those contained herein. Accordingly, nothing in this MOA shall be construed as authorizing development of the locus independent of the approvals required from the Planning Board pursuant to the Zoning Bylaw.

Notwithstanding the foregoing nothing in this agreement shall constitute a waiver of Owner's rights of appeal under G.L.c. 40A or otherwise as to Site Plan Review or any Special Permit.

II. RECITALS

Whereas the Owner asserts that it owns the Property in fee simple; and

Whereas Owner is proposing a mixed use development containing, without limitation as to specific final use, residential apartments, independent senior living, retail/commercial/office buildings and a supermarket (the "Project"); and

Whereas the Maynard Special Town Meeting held on June 12, 2006 approved an amendment to the Maynard Zoning Bylaw that rezoned the Property to the NBOD; and

Whereas, the June 12, 2006 approval of the NBOD authorized the then Owner and its successors to submit a "Concept Plan" regarding the proposed development of the Property to Town Meeting; and

Whereas, the NBOD significantly expands the uses allowed on the Property; and

Whereas Owner is the successor in interest of the previous owner of the Property, 129 Parker Street, LLC; and

Whereas 129 Parker Street, LLC executed a Memorandum of Agreement dated December 20, 2006 for the Property which Memorandum of Agreement remains in full force and effect; (the "2006 MOA") and

Whereas Town Meeting approved a Concept Plan dated December 12, 2006, revised December 20, 2006; and

Whereas the Planning Board of the Town of Maynard issued a Site Plan Approval and Parking Special Permit on September 8, 2009 incorporating the essential terms of the 2007 Concept Plan and the 2006 MOA which Site Plan Approval and Special Permit remain in full force and effect; and

Whereas Town Meeting further amended the NBOD Zoning Bylaw at a Special Town Meeting on January 11, 2016 through which additional uses by right and special permit were added to the NBOD; and;

Whereas Owner, pursuant to the approval by Town Meeting of the NBOD Amendment, intends to submit a revised Concept Plan and a Signage Concept Plan to Special Town Meeting in September 2016, which Revised Concept Plan and Signage Concept Plan require approval by a majority vote of the Town Meeting so as to enable the Owner to proceed to Site Plan Review and Special Permit applications as provided in the Zoning By-Law; and

Whereas, the Owner and the Town have agreed to amend the existing 2006 MOA on the terms and conditions hereinafter set forth so as to facilitate development of the Property consistently with the NBOD as amended by Special Town Meeting (January 2016) and

Whereas the Owner has agreed to mitigate the impact of the proposed project on the immediate neighborhood and the Town for its and the Town's benefit;

NOW, THEREFORE, in consideration of the Town, acting through its Board of Selectmen, supporting the NBOD Zoning Amendment at Special Town Meeting and supporting the Revised Concept Plan and Signage Concept Plan for the Project and of Owner offering to and agreeing to take and implement specific actions and to forbear from certain uses so as to offset the specific development impacts of the proposed Project, the parties hereto agree as follows, including, without limitation those voluntary offers of mitigation and use made by Owner and accepted by the Town, all as hereinafter set forth.

III. TERMS OF AGREEMENT

A. Description of Project and Revised Concept Plan.

The Project may not exceed or expand the following components, each constructed in compliance with the dimensional requirements of the Maynard Zoning Bylaw, generally, and as may be approved by the Planning Board:

1. Residential Apartments. Not more than 180 residential apartments with not more than 256 bedrooms (plus two bedrooms for each additional unit greater than 175) situated in not more than three multi unit buildings and two "carriage houses", all as shown on the plans identified below. The maximum number of units applies regardless of the permitting mechanism used to construct said dwelling units. For up to and including 175 dwelling units no fewer than seventeen (17) of the dwelling units constructed within the Project shall be made available for rent, for the longest period permitted by law, to individuals or families earning less than eighty percent (80%) of the median income of Maynard, as that figure is determined from time to time by the Commonwealth of Massachusetts ("affordable unit"). All additional dwelling units greater than 175 shall be affordable units.
2. Independent Living or Continuing Care Retirement Community. Any independent living or continuing care retirement community shall consist of not more than 143 units.
3. Retail/office/commercial space including supermarket, with a total gross floor area not to exceed 310,000 square feet.

The Project as described above is shown on the plan consisting of multiple sheets and pages dated June 28, 2016 entitled, "129 Parker Street, Maynard, MA, Concept Plan Submittal" prepared by CI Design, Inc., and includes any and all supporting materials, including, but not limited to, the Traffic Assessment dated March 9, 2016 prepared by Green International Affiliates Inc. ("the Project" or "Concept Plan", as applicable). The signage for the Project is shown on the plan consisting of multiple sheets and pages dated July 11, 2016 entitled "Maynard Commons, Retail and

Residential Graphics: Branding & Wayfinding, Revised Concept Design 4", prepared by Gamble Design, LLC.

B. Payment of Consultants and Legal Costs.

1. The Owner offers to pay the reasonable fees of review consultants (including Town Counsel and/or other attorneys) hired by the Town in connection with the Town's review and consideration of the NBOD, this Amended and Restated MOA, the Revised Concept Plan and supporting materials and applications for site plan or special permit approvals. The Town's selection of consultants and attorneys shall be subject to Owner's reasonable approval and compliant with all applicable laws, rules and regulations pertaining to the engagement of such consultants and attorneys by municipalities in connection with the development of private projects.

As it relates to this section of the Agreement only, if the Town's costs associated with the Project exceed the sum of \$20,000.00, paid on November 5, 2015 the Owner offers to pay the additional reasonable cost associated with the Project provided the Town complies with the terms of G.L. c.44, s.53G, and, provided that there is no conflict with G.L. c.44, s.53G, the Town agrees that prior to engaging a consultant, or an attorney or incurring any further costs that will be paid for by the Owner, the Town will: (i) consult with the Owner; (ii) provide the Owner with a scope of work and an estimated budget for the anticipated consultant's work; (iii) not incur any such cost, or enter into any such contract, without prior notice to and reasonable approval by the Owner; and (iv) upon request by the Owner, provide a written accounting of all costs incurred and other expenditures made by or on behalf of Owner under this Agreement.

2. In the event that there is a remaining balance in this fund after the Site Plan Approval and Special Permit processes, the Town of Maynard shall return any balance to the Owner.
3. To the extent permitted by law and public policy, the Owner shall have the right, at the Owners election, to contribute funds pursuant to G.L. c.44, s.53G to assist in the Maynard Building Department's review of plans and applications for the Project as well as to assist in determining compliance with the State Building Code and other applicable codes relating to the Project.

C. Financial Contribution.

1. The Owner offers to pay the Town of Maynard the amount of One Million Dollars (\$1,000,000.00) for deposit in an appropriate fund established by the Town Treasurer to offset the anticipated direct and indirect impacts of the Project. The Town acknowledges that a payment of \$100,000.00 of this total amount was paid by the prior owner, 129 Parker Street, LLC.

2. This additional financial sum of \$900,000.00 ("Owner's Financial Gift") shall be conditioned upon Owner first having obtained, with all appeal periods having expired and no appeal having been filed, any and all Federal, state and local permits, licenses, orders or approvals required for the construction and use of the Project as set forth in the Revised Concept Plan and Signage Concept Plan as approved by Town Meeting (the "Necessary Approvals") and shall thereafter be paid as follows:
 - a. \$300,000.00 upon issuance of first Site Plan Approval or first Special Permit by the Planning Board with all appeal periods for the first Site Plan Review approval or Special Permit approval having expired and no appeal having been filed; and
 - b. \$200,000.00 upon issuance of first building permit for any retail building or supermarket within the Project; and
 - c. \$200,000.00 upon issuance of first building permit for any building within the residential apartment component of the Project; and
 - d. \$200,000.00 upon issuance of first building permit for any building within the Independent Living or Continuing Care Retirement Community component of the Project.

The Owner shall make the payments as set forth in Section 2 (a-d) above should the Owner proceed with construction of the Project, in whole or in any part, notwithstanding an appeal of any permit or approval issued for the Project.

D. Infrastructure Improvements.

1. Traffic: The Owner offers to undertake the planning, design, permitting and construction of traffic mitigation improvements associated with the Project as provided below, including the updated traffic assessment ("traffic assessment") compliant with the requirements of the NBOD Bylaw as well as compliance with requirements established by MassDOT pertaining to "complete streets". The reasonable costs of said updated traffic assessment and any peer review or further revision requested following peer review shall be the responsibility of the Owner. The requirement of a "traffic assessment", above, is in addition to the requirement of completion of a comprehensive Traffic Impact and Access Study for the Project ("traffic impact and access study").

Timing of Required Action: The "traffic impact and access study" shall be conducted prior to the Owner's submission to the Planning Board for site plan or special permit approval and said study shall accompany the first application for site plan or special permit approval. Additional off-site traffic mitigation which is identified during the Planning Board's review of site plan and special permit approvals as reasonably necessary in the sole discretion of the Planning Board, in

conjunction with the "traffic impact and access study" shall be implemented by the Owner as specified by the Planning Board.

a. "Front Door" Improvements.

These improvements shall include Parker Street/Primary Site Driveway (collectively, the "Front Door Improvements") and shall be completed by the Owner at the Owner's sole expense. These improvements shall consist of:

- 1) Dedicated northbound left turn lane into the Property;
- 2) Dedicated southbound right turn lane into the Property at the driveway approach along Parker Street;
- 3) "Through" traffic lanes in both north and southbound directions;
- 4) Constructed sidewalk in the area along Owner's property;
- 5) A fully permitted and operational traffic signal at primary entrance.

The Front Door Improvements shall be generally consistent with the Revised Concept Plan entitled 'Conceptual Improvement Plan-Parker Street at Site Driveways', dated 12/12/06 and prepared by Vanasse & Associates, Inc. but updated to reflect current conditions and development plans and subject to Planning Board approval as noted below, including applicability of the Town's adoption of the Commonwealth's and MassDOT's "complete streets" program.

The final scope and location of the Front Door Improvements shall be determined by the Planning Board during either the Site Plan Review or special permit process, whichever is applicable. If during the Site Plan Review or the special permit process, the Planning Board determines that the above listed traffic and pedestrian improvement are not recommended, payment for those specific improvements shall not be required. However, nothing in this paragraph removes the obligation of the Owner to pay for the completion of specific traffic improvements that the Planning Board may reasonably require for the development of a portion or all of the Property.

Owner agrees that regardless of the specific requirements of the Planning Board, the proposed traffic signal shall be installed and made operational. If during Site Plan Review or the special permit process, the Planning Board reasonably requires additional traffic, public safety and/or pedestrian improvements along the frontage of the Property, the Owner shall pay for the reasonable costs of planning, permitting, design, construction and operation of those additional improvements.

To the extent permitted by law, the Town agrees to cooperate with the Owner in seeking and expediting any and all approvals required for the Front Door Improvements and any other improvements to State owned or controlled highways as may be required under this MOA or the Project. It shall be the responsibility of Owner to pay for and obtain all necessary permits, licenses and approvals from the State.

The Owner offers to convey for no (zero) consideration in fee simple to the Town all land along the Property's frontage required for the Front Door Improvements, the same to be identified on both a plan and deed prepared by the Owner no later than the issuance of the first building permit for the Project. Nothing herein shall be construed as obligating the Town to accept said offer.

The Owner shall retain a traffic engineer(s) licensed in the Commonwealth to monitor the Front Door Improvements and its intersection every six months for a period of 24 months following the issuance of the first occupancy for any building located within the Project. Reports of this data collection and analysis shall be submitted to the Town of Maynard Planning Department.

This monitoring shall include turning movement counts conducted during the peak hours analyzed in the Project traffic study. Capacity analysis should be conducted using these volumes to evaluate the adequacy of the current signal operation in terms of delays, queues, and other relevant measures of effectiveness. The results of this monitoring shall be provided to the town with accompanying technical appendices for review. The first report is due six months from the date of the issuance of the first certificate of occupancy and every six months thereafter. If upon review of the Town, following consultation with Owner's engineer and/or consultants, it is determined that signal phasing and/or timing adjustments are required, the Owner agrees to make such changes and adjustments within three months and at Owner's expense.

Timing of Required Action: The Front Door Improvements shall be substantially completed prior to the issuance of the first final or temporary occupancy permit for any new retail building or use, for any purpose, constructed within the Property. For the purposes of this paragraph, "substantially completed" shall mean a fully-operational traffic signal with all travel lanes and pedestrian accommodations available for use.

b. Route 117/Parker Street Intersection.

The Owner shall construct additional traffic mitigation requested by the Town (as well as contained in the Judith Nitsch Report dated December 8, 2006) between 129 Parker Street and the Route 117/Parker Street intersection and additional improvements recommended by Vanasse and Associates, provided

all such improvements and mitigation measures are located within the existing right of way. The final scope and location of the 117/Parker Street Intersection shall be determined by the Planning Board during either the Site Plan Review or special permit process, whichever is applicable. The costs of the planning, permitting, design and construction of these improvements shall be paid for by the Owner. All such improvements shall be substantially completed prior to the issuance of the first building permit for any new retail building or use or residential or independent living or continuing care retirement community constructed within the Property. The Owner, at the Owner's expense shall, at the request of the Board of Selectmen or Planning Board, update the reports referenced herein. The reasonable costs of said updating shall be the responsibility of the Owner pursuant to Section III. 2 of this Agreement.

Timing of Required Action: The Route 117/Parker Street improvements shall commence within sixty (60) days following the issuance of the first final or temporary occupancy permit for any use or purpose and thereafter completed expeditiously and shall include but not be limited to:

- 1) the modification of the traffic signal equipment, phasing, and timing to allow for a Great Road (Route 117) westbound protected left-turn phase;
- 2) the replacement of existing pedestrian signal heads with countdown pedestrian signal heads, with adjustments to signal equipment, phasing, and timing as determined necessary by the Town;
- 3) implementation of the geometric modifications proposed by the Owner in the Preliminary Traffic impact and Access Study (PTIAS) dated August 2006;
- 4) reconfiguration of all pedestrian curb cuts so as to be made complaint, to the maximum extent possible and consistent with the Americans with Disabilities Act and
- 5) upgrading of the sidewalk to include granite curbing along the west side frontage of Owner's Property for a distance of approximately 925 linear feet.
- 6) If not located adjacent to Owner's land all work shall be contained within the Town right-of-way and Owner shall obtain, at Owner's expense, all permits and approval required to complete the above described improvements.

c. Other Traffic Improvements to be constructed by the Owner.

Timing of Required Action: With the exception of the improvements included in subparagraph (a), below, the Owner shall complete the following

traffic and pedestrian access improvements prior to the issuance of the first final or temporary occupancy permit for any retail building constructed within the Property. With respect to the improvements included in subparagraph (1), below, the Owner shall complete or pay for the completion of the traffic improvements within thirty (30) days following Maynard Town Meeting's approval of the Concept Plan identified in Section III.A, above. The costs of the planning, design and construction of these improvements shall be paid for by the Owner:

- 1) Great Road/Parker Street - Install the necessary signal equipment, including but not limited to right-turn arrow signal heads on the westbound Great Road (Route 117) approach to the intersection, with accompanying modifications of the traffic signal equipment, phasing, and timing to allow for the modified phasing proposed. The Town Administrator, acting on behalf of the Board of Selectmen, shall determine the final scope and location of the Great Road/Parker Street improvements.
- 2) Parker Street/Old Marlboro Road - Remove the Stop sign on the south side of Old Marlboro Road at Parker Street. Install a 'Stop Ahead' sign (MUTCD designation W3-1) facing southbound Old Marlboro Road traffic. A centerline shall be placed on Old Marlboro Road and a Stop line painted adjacent to the existing Stop sign on the north side of Old Marlboro Road. In addition, a chevron sign (MUTCD designation W1-8) shall be placed on the south side of Old Marlboro Road facing southbound traffic on Old Marlboro Road. The Owner shall submit a plan during the Site Plan Review and/or special permit process illustrating the proposed improvements. The final scope and location of the Parker Street/Old Marlboro Road improvements shall be determined by the Planning Board during either the Site Plan Review or special permit process, whichever is applicable.
- 3) Great Road (Route 117)/Old Marlboro Road. Signing, pavement markings and minor geometric modifications shall be undertaken to clarify lane use and any restrictions on the approaches to the intersection. The Owner shall submit a plan during Site Plan Review and/or special permit process illustrating the project limits and the proposed improvements. The final scope and location of the Great Road (Route 117)/Old Marlboro Road improvements shall be determined by the Planning Board during either the Site Plan Review or special permit process, whichever is applicable.
- 4) Parker/Field Street Intersection. Installation of a "pedestrian warning beacon system" as recommended by the Owner in its "Preliminary Traffic Evaluation, March 9, 2016. The final scope and location of the Great Road (Route 117)/Old Marlboro Road improvements shall be determined

by the Planning Board during either the Site Plan Review or special permit process, whichever is applicable.

E. Mitigation Funds.

In addition to all other promises made herein and any requirements imposed by the Town of Maynard or its regulatory boards, departments or commissions, the Owner covenants to contribute \$260,000.00 to a Traffic Improvement Fund, which shall be established by the Town Treasurer for the purposes of mitigating the impact of the proposed development.

Timing of Required Action: The above noted payments shall be made upon the issuance of the first building permit for a building or use constructed within the Property, more fully described below:

1. \$90,000.00 upon the issuance of the building permit for the proposed supermarket; and
2. \$90,000.00 upon the issuance of the first building permit for any use within Building A, Building B, Building C or Building D as shown on the Revised Concept Plan; and
3. \$80,000.00 upon the issuance of the first building permit for any use within Building E, Building F, Building G or Building H as shown on the Revised Concept Plan.

The above noted funds may be applied by the Town at any time deemed appropriate by the Town toward any traffic improvement determined by the Town as the Town, in its sole and exclusive judgment believes appropriate to require mitigation as a result of the Project or otherwise, including, without limitation the following improvements:

- a. Parker Street/Powder Mill Road/Waltham Street - upgrade the traffic signal from pre-timed to fully actuated through the installation of vehicle detection and other required signal equipment, and coordinate the signal with the Main Street/Acton Street/Summer Street signal; upgrade the roadway surface, curbing and geometry (where possible within existing pavement limits);
- b. Main Street/Acton Street/Summer Street -upgrade traffic signal from pre-timed to fully actuated (involves replacing signal controller, installation of vehicle detection, and other signal equipment as necessary);
- c. Installation of vehicle detection;

- d. Coordination of the Parker Street/Powder Mill Road/Waltham Street signal traffic signal with other existing traffic signals in the vicinity of that location; and
- e. Nason Street/Summer Street - Replace the existing pedestrian signal heads with countdown pedestrian signals and implement a Summer Street westbound protected left-turn phase, with accompanying modifications of the traffic signal equipment, phasing, and timing to allow for the modified phasing proposed.

F. Other Infrastructure Improvements and Payments.

1. Water.

Timing of Required Action: In addition to all other promises made herein and requirements imposed by the Town of Maynard or its regulatory boards, departments or commissions, the Owner will pay, commensurate with the application for the first building permit for construction within the Property, \$10,000.00 to a fund established by the Town Treasurer for, among others, the following purposes:

- a. Looping the existing water main at the end of Field Street with the Property;
- b. Looping the dead end water pipe on the Maynard High School locus with the Property; and
- c. The completion of a Town-wide water system distribution model.

The parties agree that the Water Connection Fees presented in III.G., below, shall be applicable to the Project and paid in full commensurate with applications for building permits for each land use or portions thereof, identified in Section III.G., below. In addition, and with the exception of the Water Connection Fees presented in Section III.G., below, the parties agree that the Maynard Water Rules and Regulations and Water Meter Installation Policy shall apply to the Project, including the application fees and schedules contained therein, as revised from time to time, and that the Town reserves the right to increase the fees and schedules regarding the delivery of water as it deems in the best interests of the Town.

2. Sewer.

Timing of Required Action: In addition to all other promises made herein and requirements imposed by the Town of Maynard or its regulatory boards, departments or commissions, the Owner will pay, commensurate with the application for the first building permit for construction within the Property,

\$40,000.00 to a fund established by the Town Treasurer for, among others, the following purposes:

- a. Upgrade of the Marlborough Road Sewer Pumping Station; and
- b. Inspection of the Town's existing sewer infrastructure, including carrying capacity to serve the Project.

The parties agree that the Sewer Connection Fees presented in Section III.G., below, shall be applicable to the Project and paid in full commensurate with applications for building permits for each land use or portions thereof, identified in Section III.G., below. In addition, and with the exception of the Sewer Connection Fees presented in Section III.G., below, the parties agree that the Town of Maynard Sewer Rules and Regulations, including the fees and schedules contained therein, as revised from time to time, shall be applicable to the Project and that the Town reserves the right to increase the fees and schedules regarding wastewater disposal as it deems in the best interests of the Town.

G. Water and Sewer Connection Fees.

<u>Land Use</u>	<u>Water Connection Fee</u>	<u>Sewer Connection Fee</u>
Supermarket	\$5,000.00	\$5,250.00
Retail, not restaurant ¹	\$5,000.00	\$5,250.00
Restaurant, not fast food	\$5,000.00	\$6,125.00
Restaurant, fast food ²	\$5,000.00	\$3,500.00
Commercial	\$5,000.00	\$3,500.00
Multi Family Residential ³	\$450,000.00	\$630,000.00
Independent Living Facility	\$5,000.00	\$345,000.00

With the exception of the Multi Family Residential land use, the fees identified above are based upon the fees required for a single (1) connection to and for, the proposed land use. The fees for the Independent Living facility are based upon a single connection for water and a single connection for sewer to serve no greater than 143 living units. Should additional connections be required or requested, the Town

¹ Per structure, excluding restaurant.

² Based upon a freestanding or attached structure.

³ Based upon approval of 180 dwelling units. Should the Planning Board approve fewer than 180 dwelling units, the total water and sewer fees shall be \$6,000.00 per dwelling unit (\$2,500.00 for water and \$3,500.00 for sewer).

reserves the right to require additional water and/or sewer connection fees consistent with published rate schedules in effect at that time.

H. Town Meeting Costs.

Should the Town be required to hold a Special Town Meeting for the purposes of acting upon the Owner's concept plan as discussed above and required by the NBOD Bylaw, the Owner shall pay all costs incurred by the Town for the holding of the same.

Timing of Required Action: Payment shall be made within thirty (30) days of receipt of the true costs incurred by the Town for the holding of said Special Town Meeting.

I. Conservation/Wetlands.

It is anticipated that on and off site wetland resources and adjacent buffer zones to these resources will be impacted from the development of the Property.

Timing of Required Action: To off set the impacts anticipated by development of the Property, in addition to all other promises made herein and requirements imposed by the Town of Maynard or its regulatory boards, departments or commissions, prior to the issuance of the first occupancy permit of a structure within the Property, the Owner covenants to pay for the costs of all on and off site stormwater management improvements necessitated by the development of the Property, said improvements to be determined by the Town of Maynard and to be consistent with requirements and standards of federal, state and Maynard laws and regulations.

To the extent that such use does not interfere with proposed creation of new habitat for endangered or other threatened species as may be required by the Massachusetts Division of Fisheries and Wildlife ("DFW") and otherwise subject to DFW approval, the Owner shall, grant a perpetual easement in gross, the same to run with the land, allowing the public to use the existing hiking trails which are partially located on the southwest corner of the Property as shown on the Revised Concept Plan and as may be revised from time to time by the Owner and Town Meeting. The Owner reserves the right to include all such land contained within said easement in the calculation or the land area of the Property in establishing zoning compliance (open space, lot size, density, etc.) and meeting other relevant regulatory requirements.

Timing of Required Action: Within sixty (60) days following Owner's receipt of the first site plan or special permit approval received for the Project, Owner agrees to grant a perpetual easement in gross to the Town, as described above.

J. Land Donation.

Owner offers to donate, in fee simple absolute and without cost, a portion of land as shown on a plan of land dated March 1, 2016 prepared by CAI Technologies and

identified as “400 Foot Radius Proposed New Well”, sufficient to provide the Town of Maynard the land necessary to develop a new public supply well as illustrated on said plan.

Timing of Required Action: Owner agrees to provide the Town with a good and sufficient deed for said parcel within sixty (60) days following Owner’s receipt of the first site plan or special permit approval received for the Project.

K. Cooperation Efforts by the Town.

1. Cooperation: The Town, acting within the respective jurisdiction of Board of Selectmen, Planning Board Conservation Commission, Building Department, Water and Sewer Department, Fire Department and Police Department shall, to the extent permitted by law and with due regard to all relevant statutes, regulations and public policy, cooperate with the Owner in all aspects of the implementation of the Project and associated offsite traffic improvements so long as the same is in compliance with permits and approvals issued by federal, state and Maynard authorities and otherwise consistent with the rules, regulations and bylaws of the Town of Maynard.
2. Prompt Review: To the extent permitted by law and with due regard to all relevant statutes, regulations and public policy, the Board of Selectmen shall facilitate prompt review of the Project and the cooperation of all Town Boards Commissions, Departments and staff in the review and implementation of the Project This provision does not require any Town Board, Commission, Department or staff to take any particular action.

L. Affordability.

In lieu of providing no fewer than 17 dwelling units (or such fewer number as the Town may ultimately approve) as affordable to qualifying renters within the Property, the Owner covenants that neither it nor its successors or assigns shall apply to develop the Property pursuant to G.L. c.40B, ss. 20-23 and, accordingly, waives any right to claim that the Town of Maynard is not “consistent with local needs” as that phrase is defined in G.L. c.40B, s.20. This covenant shall be deemed to run with the land, is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, pursuant to G.L. c.184, s.26 for the longest period permitted by law.

Timing of Required Action: Owner shall record the above noted covenant with the Registry of Deeds within sixty (60) days following Owner’s receipt of the first site plan or special permit approval received for the Project.

M. No Obligation to Build.

Neither the execution of this MOA, nor the approval of the Revised Concept Plan shall create any obligation of the Owner to construct all or any portion of the Project, provided however, that the promises, covenants and restrictions contained herein shall remain binding upon the Town and the Owner and its successors, assigns, mortgagees and all others taking title in fee or less than fee or otherwise acquiring an interest to a part or all of the Property, for the longest period permitted by law.

N. Condition Precedent to Owner's Obligations and Covenants.

Unless otherwise provided herein, the Owner's obligation to complete the agreements and promises contained in this MOA, including, without limitation the promise to make any payments of any kind whatsoever, is specifically conditioned upon and subject to Owner obtaining, with all appeal periods having expired any and all Federal, state and local, approvals, permits or orders necessary and required for the construction of the Project in substantial compliance with the Revised Concept Plan, including, without limitation, the following: NBOD Zoning Bylaw amendment; Town Meeting Concept Plan Approval of the Revised Concept Plan, Conservation Commission Order of Conditions, Planning Board Site Plan Approval, Planning Board Special Permits for Uses that require same within the NBOD, municipal and/or state road access or curb cut permits and municipal and or state sewer and water hook up and/or connection permits. In the event the Owner shall be unable, despite Owner's best efforts, including defending or prosecuting any and all appeals or taking any and all good faith appeals that are needed to be filed, to obtain any such approval or permit required for the construction of the Project as proposed, the Town and the Owner specifically agree and acknowledge that the 2006 MOA, 2007 Concept Plan and the 2009 Planning Board Site Plan Approval and Parking Special Permit remain in full force and effect and that this Memorandum of Agreement shall terminate without recourse to either party excepting only the terms of this paragraph which shall survive termination.

Notwithstanding the foregoing, this Memorandum of Agreement shall not be deemed terminated if the Owner elects to pursue development of a Project with fewer dwelling units, lesser commercial square footage or otherwise smaller in scale than that Project illustrated in the Concept Plan identified in Section III.A., above.

O. Successors and Assigns.

The Parties agree that this Agreement shall run with the Property and shall be binding upon and insure to the benefit of the Town, and the burden of the Owner and its successors in interest and assigns and all persons claiming any rights under the Owner including its successors, assigns, mortgagees and all others taking title in fee or less than fee or otherwise acquiring an interest to a part or all of the Property. The parties further agree that this MOA, once executed, may be recorded by either party in the Middlesex County Registry of Deeds against the title of the Property.

P. Adult Entertainment Uses.

The Owner covenants not to allow so-called “adult entertainment uses” on the Property or within the Project as the same is more specifically defined by G.L. c.40A, s.9A. This covenant shall be deemed to run with the land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.

Timing of Required Action: Owner shall record the above noted covenant with the Registry of Deeds within sixty (60) days following Owner’s receipt of the first site plan or special permit approval received for the Project.

Q. Use Restrictions.

1. Notwithstanding specific provisions contained within the NBOD Zoning Bylaw which may otherwise allow for such uses by right or by special permit, in recognition of the Town’s support for a coordinated and planned development within the Property consistent with the Zoning Bylaw and long range plans and planning objectives, the Owner covenants that the following uses and/or named establishments will not be permitted within the Property or constitute a portion of the Project, and to fulfill this promise, the Owner covenants that it will neither lease nor sell any portion of the Property to the following restaurants or establishments identified as follows: McDonald’s, Burger King, KFC, Wendy’s, Taco Bell, Chick-fil-a, Arby’s and Sonic or, as the names of these establishments may be changed, from time to time. This covenant shall be deemed to run with the land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.
2. In addition to the covenants contained elsewhere in this Agreement, the Owner covenants that the number of drive through businesses in the Project shall be limited to four (4) and that no more than two restaurants shall provide drive through services. This covenant shall be deemed to run with the land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.
3. In addition to the covenants contained elsewhere in this Agreement, the Owner covenants that only one of the two individual use pads closest to Parker Street shall be used as a fast food restaurant and that there shall be no more than a total of five full service restaurants on the Property (exclusive of establishments whose primary menu items are coffee and similar beverages and related baked goods (such as Dunkin Donuts and Starbucks) or ice cream and frozen desserts (such as Ben and Jerry’s and Orange Leaf). This covenant shall be deemed to run with the

land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.

4. In addition to the covenants contained elsewhere in this Agreement, the Owner covenants that there shall be no more than a total of 266 bedrooms in the residential component of the Project and no residential unit shall have more than two bedrooms. This covenant shall be deemed to run with the land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.
5. In addition to the covenants contained elsewhere in this Agreement, the Owner covenants that there shall be no more than one building in the residential component of the Project with more than three (3) stories which building shall be less than 50 feet in height. This covenant shall be deemed to run with the land and is intended to be a restriction on the use of the Property and, pursuant to G.L. c.184, s.26 is intended as a restriction to be held by a governmental body and intended to benefit the Town of Maynard, for the longest period permitted by law.

Timing of Required Action: Owner shall record the above noted covenants as set forth in Section III. Q. (1-5), above, with the Registry of Deeds within sixty (60) days following Owner's receipt of the first site plan or special permit approval received for the Project.

R. Interpretation and Amendment.

1. No modification or termination of this Agreement will be effective unless it is in writing and is signed by all Parties. To the extent authorized by General Laws, this Agreement binds and benefits all parties and any their heirs, executors, administrators, estates, officers, partners, members, officers, trustees, partners, employees, agents, principals, servants, attorneys, successors, predecessors and assigns and any representatives and any subsidiary, affiliated entities.
2. The Parties agree that this Agreement is a fully integrated document and constitute the entire agreement between them. The Parties expressly disclaim reliance on any representations, written or oral, other than those expressly contained in this Agreement.
3. The Parties and their counsel agree that each party and counsel for each party to this Agreement has reviewed and had the opportunity to revise this Agreement and accordingly, the normal rule of construction (to the effect that any ambiguities are to be resolved against the drafting party) will not be employed in any interpretation of this Agreement.

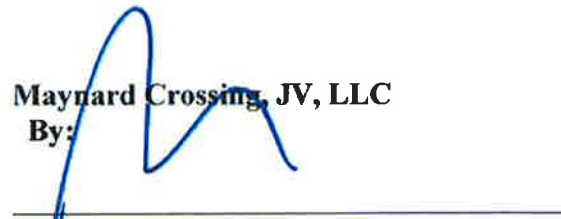
4. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts. All covenants, agreements and protections herein contained shall be binding upon and inure to the benefit of the Parties hereto.
5. The Parties acknowledge that this Agreement shall be considered a public document pursuant to the Massachusetts Public Records Law and may be offered in evidence by either Party in any judicial or other legal proceeding to enforce any of its provisions against the other Party.
6. The Parties agree that if any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality or unenforceability; all other terms hereof shall remain in full force and effect.

END OF INSTRUMENT: SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective name, by their proper officers and their seals to be affixed this 6th day of September, 2016.

Town of Maynard:


Chris DiSilva, Chairman

Maynard Crossing, JV, LLC
By: 
William A. Depietri


Timothy Egan, Selectman


Terrence Donovan, Selectman


David Gavin, Selectman


Jason Kreil, Selectman

Attested:



Michelle Sokolowski, Town Clerk

Exhibit A to Memorandum of Agreement dated September 6, 2016

129 Parker Street, Maynard, MA

Legal Description of Locus Subject to the attached Memorandum of Agreement dated September 6, 2016:

Those two (2) parcels of land, with the buildings thereon shown as:

Lot 68 on Land Court Plan No. 8795-N, a copy of which is filed in the Registry of Deeds for the South Registry District of the Middlesex County with Certificate of Title No. 218672 in Registration Book 1223, Page 122; and

Lot 62 on Land Court Plan No. 8795-K, , a copy of which is filed in the Registry of Deeds for the South Registry District of the Middlesex County with Certificate of Title No. 125681 in Registration Book 758, Page 131.

Exhibit “B”

Decision - Site Plan approval with Special Permits for Maynard Crossing (AKA 129 Parker Street)
Planning File #'s: PB16-11, PB 16-12, PB 16-13, PB 17-04, PB 17-08 and PB 17-09.

Operations and Maintenance Plan







Summary of Property Management Services

Prepared for: Maynard Crossings LLC
Prepared By: Capital Group Properties
Date: July 24, 2017
Property: 2-16 Digital Way, Maynard MA

At Capital Group Properties, we offer expertise and personalized techniques of Property Management. Our management concept is founded on professionalism, detail, accountability, preventative maintenance, and quality service.

Capital Group Properties offers leasing and property management services for commercial, industrial, residential and retail properties. Our company has over 25 years experience in the property management business. We are a full-service property management company providing management, rent collection, tenant relations, property operations, evictions, mortgage and invoice processing, and in-house property maintenance. Our company is geared towards maintaining all preventative maintenance measures to eliminate issues down the road. We work closely with subcontractors and maintenance teams, to make sure all parties are informed and projects are monitored closely from start to finish. We work closely with Local and State governments to ensure our properties are in accordance to all regulations, including hiring independent inspectors to submit reports on our behalf.

Enclosed please find a summary of Management Services for the above referenced property, including a list of our services and additional specifications, a list of our current Management Portfolio, and our Employee Responsibility List.

Sincerely,

Katie Keefe, Property Management

1. Executive Summary

Capital Group Properties is a full service real estate development company headquartered in Southborough, Massachusetts. Capital Group Properties specializes in the permitting, construction, and long term management of commercial real estate, including; first class office space, retail, industrial, and residential developments.

Capital Group Properties provides a comprehensive responsive approach to proactive management services, to meet the changing needs of the building work environment and to build solid long-term relationships with our clients and tenants. We maintain a streamlined organization structure and demonstrate an efficient approach to project solutions and marketing strategy.

2. Company Information

Capital Group Properties LLC

Main Office Address: 259 Turnpike Road, Suite 100 Southborough MA 01772

Property Manager: Katie Keefe propertymgr@cgpllc.net

Facilities Manager: Jason Hadley jhadley@cgpllc.net

Website: www.CapitalGroupProperties.com

Phone Number: 508-357-8825 fax/508-357-6859

3. Site Specific Information

Address:	2-16 Digital Way Maynard MA
Electric/Gas Provider:	Eversource Electric & Gas
Septic/Sewer:	Town Sewer
Water:	Town Water
RETAIL AREA/FAST FOOD	
Hours of Operation	Mon-Friday 7:00am - 11:00pm (or as permitted)
	Health Club (if applicable): Mon-Sun 24 hours a day
	Saturday & Sunday 7:00am - 11:00pm
Site Lighting	On at dusk, dim to 50% at 11:30pm, security lighting only from 1:00am through dawn
Delivery Hours	Mon-Fri 7:00am- 7:00pm
RESIDENTIAL AREA	
Hours of Operation	Mon-Friday 9:00am - 6:00pm
	Saturday 9:00am- 6:00pm
	Sunday 11:00am - 5:00pm
Site Lighting	Apartments: Dusk to dawn Senior Living: Dusk to dawn

Delivery Hours	Mon-Fri 7:00am- 7:00pm (excludes food/takeout deliveries)
RESTAURANT AREA	
Hours of Operation	Sun-Thur 8:00am - 12:00am (or as permitted)
	Friday & Saturday 8:00am - 1:00am (or as permitted)
Site Lighting	On at dusk, dim to 50% at 11:30, Off at liquor permit required time
Delivery Hours	Mon-Fri 7:00am- 7:00pm
GROCERY STORE AREA	
Hours of Operation	Mon-Sunday 6:00am - 11:00 pm (open to public) (may open at 5:00am if Starbucks Coffee located within store)
Site Lighting	On at dusk, dim to 50% from 12:00am to 1:00am, security lighting from 1:00am to 5:00am, all on from 5:00am until dawn General security lighting through premises on dusk to dawn- includes employee parking area on dusk to dawn
Delivery Hours	Grocery & Frozen Food- 3:00pm - 9:00pm- 48 foot tractor trailers- smaller delivery trucks by Direct Store Delivery (DSD) Perishable Food Deliveries (meat, seafood, dairy, produce, floral, deli) take place between 1:00am - 5:00am - Approximately 2 deliveries- 48 foot tractor trailers- other smaller delivery trucks by Direct Store Delivery (DSD)
Employee Hours	Stock employees only: 11:00pm-7:30am General staff in building 24 hours
MISC GENERAL PROPERTY	
Site Lighting: Whole Property	General security lighting through premises on dusk to dawn (includes stone wall residential identification signs and Digital Way roadway lighting)
Site Lighting: Pylon	On at dusk, off at 11:30pm
Site Lighting: Building Signage	On at dusk, off at 11:30pm (or off at liquor permit required time)
Trash Pick Up Hours:	Monday through Saturday 6:30am- 6:00 pm

4. Services to be Provided

Common area & retail maintenance of all areas marked on attached site plan:

- 6x per week: Trash pickup & inspection of property by Groundskeeper:

- Walk entire property daily report any issues to Property Manager
- Empty all exterior large trash barrels, replace with new trash bags
- Empty ash trays and clean
- Wipe top of outside trash cans and barrels with appropriate cleaner
- Inspect seating areas at outside tables and benches and wipe off
- Sweep walks and blow off with leaf blower, pull any weeds in stone areas in walkways
- Police perimeter of entire property for trash and inspect ponds and walking bridges for debris
- Check all dumpsters for overflow and inform tenants with any issues.
- 2x per month: Property Manager inspection of property
 - Inspect entire property report any maintenance issues to Facilities Manager
 - Inspect signage for all new Tenants to make sure meets requirements of Town and Leases
 - Inspect landscape/snow removal services by contractor (snow plow services dependant on season)
 - Report any landscape or grounds repairs needed to Groundskeeper
 - Review any Tenant complaints regarding the exterior property and take photos when needed
 - Visit any new Tenants and perform welcome packet review- review emergency procedures, designated smoking areas, maintenance protocol, contact information for new Management, Fire Alarm procedures etc.
 - Welcome packet includes information on trash removal and deliveries - we provide the site information table on Page 2 as well as the Town of Maynard's BOH Solid Waste Regulations and strongly urge all Tenants to follow the required trash pickup and delivery times as dictated.
 - Truck/delivery map (see attached) will be reviewed with and given to each tenant prior to the tenant occupying the space. The map will indicate which truck route the tenant needs to use, based on tenants location. Reminders will be sent out bi-annually via email.
 - Emergency Spill Procedures reviewed with each tenant prior to occupying the space.
 - 1. Collect list and MDS sheets of all hazardous chemicals Tenant will be using
 - 2. Upon spill, notify Property Management & Town of Maynard immediately
 - 3. PM to notify licensed cleanup contractor (ACV Environmental, WindRiver Environmental)
 - 4. Contractor to remove material completely and dispose of at licensed facility
 - 5. PM to notify Town of Maynard (Con Com, Engineering, BOH) and provide documentation from licensed contractor showing disposal and cleanup procedures completed, as well as details on chemical that spilled.
- Monthly preventative maintenance program & inspections
 - See enclosed monthly maintenance schedule- January through December

- Seasonal: Snow & Ice Management
 - See enclosed Snow & Ice Management Plan
 - Before the start of the snow season, Property Manager & Facilities Manager perform site walk with contractor, make sure that all areas are snow staked properly, all fire hydrants and emergency equipment is marked over 7' high, review snow storage & snow melting plan
 - Snow contractor is provided with 24/7 contact information for Property Manager and Facilities Manager as well as detailed site plans for any other property information they should need for the season
 - Contractor must provide equipment and vehicle list to Property Manager before start of season to ensure that the proper equipment and material is being used on the property
 - Contractor shall hold annual Certified Snow Professional Certification and provide documentation to the Property Manager before the start of each snow season. Property Manager will attend Snow Professional Courses annually
- Seasonal: Holiday Season
 - Provide police detail at high traffic holiday season events to eliminate traffic concerns
 - Send email updates to all Tenants to advise of any safety concerns etc.
- Seasonal: Landscape Services as recommended by Landscape Architect:
 1. Spring Clean Up:
 - a. Perform a clean-up of the entire property and perimeter to include lawn areas and plant beds. Typically, this activity is conducted in the months of March/ April.
 - b. Remove and dispose of leaves, branches, debris, and litter off site in environmentally approved manner.
 - c. All lawn areas to be thatched, then raked or blown to remove thatch.
 - d. All plant beds, walks and garden edges to be power edged.
 2. Plant Material Replacement:
 - a. All dead or dying plant material shall be replaced upon completion of the Spring Clean Up
 3. Fall clean up:
 - a. Perform a clean-up of the entire grounds and perimeter to include lawn areas and plant beds. Typically this activity is performed and all areas cleaned before the first snow fall.
 - b. Remove and dispose of dead or dying annual plantings, leaves, branches, pine cones, needles, acorns debris, and litter off site in environmentally approved manner.
 - c. Cut back perennials and ornamental grasses.
 4. Mulching:
 - a. Turning of existing mulch beds and adding new mulch to be performed in the spring, during/ after spring clean-up. Care shall be taken not to uproot any dormant perennials or ornamental grasses.
 - b. Turn existing mulch beds. This activity need to be timed so as not to interfere or upset pre-emergent fertilizer applications. Care shall be taken not to uproot any dormant perennials or ornamental grasses.
 - c. Adding new mulch to bed areas to be determined by contractor and owner. Care shall be taken not to bury any dormant perennials or ornamental grasses.
 - d. New mulch to be dark brown shredded pine bark applied after spring clean-up.
 5. Lawn- Control: Lawn-turf control includes all maintenance required to produce green and

healthy grass, and includes

- a. Mowing. Mowings are necessary for lawn areas within the limits of the development. The perimeter areas seeded with the New England Wildlife mix shall be mowed once a year as late in the fall as possible but no earlier than November 15th.
 - b. The use of mulching equipment is desired to allow clippings to add nutrients back to the soil.
 - i. Clippings to be bagged in all high pedestrian traffic areas (defined as adjacent to building entrances). Mulched clippings shall not be bagged in other areas unless otherwise approved.
 - ii. Remove and dispose of any clippings or maintenance debris off site in an environmentally approved manner.
 - iii. Sidewalks and common areas shall be blown off following mowing to remove grass clippings.
 - iv. Grass clippings on signs and building exteriors shall be blown or washed off as necessary immediately after the mowing process.
 - v. Weekly trimming and edging with gas-powered trimmers and edgers to be performed to maintain professionally landscaped image.
6. Tree-Shrub Control:
- a. Pruning, trimming, and shaping shall be done once in the Spring to cut winter damage and again during the month of July if needed.
 - b. Trim, prune, and shape plants for the "expected growth pattern. Plants shall be shaped for the future and not the present, with the understanding that if one constantly trims to the same height yearly the shrub will never grow to its desired capacity. The "capacity" is determined by the area in which the shrub lies and what shape or size will provide the most benefit to that area.
7. Management of Controlled Landscape Areas:
- a. Those areas of controlled growth such as plant beds and containers shall be controlled for weeds and properly maintained.
8. Long Term Management of Invasive Species:
- a. The landscape contractor shall continuously monitor the developed / previously disturbed portions of the site to identify areas that contain invasive plant species included on the latest version of the Massachusetts Prohibited Plant List published by the Commonwealth of Massachusetts Department of Energy and Environmental Affairs. The landscape contractor shall remove entirely and properly dispose of any invasive plants identified in compliance with State and Local requirements.
9. Non-contained Trash:
- a. The contractor shall maintain the clean the property properly. Non-contained trash shall be picked up and disposed of properly. Policing of the property shall be conducted daily (6 days per week).
10. Sweeping Parking Lot/Sidewalks:
- a. Each Spring, (mid-April), power sweeping of the entire property to remove sand shall be coordinated and if necessary sub- contracted by the contractor, to include all sidewalks and paved areas. Waste to be disposed of off-site in an environmentally approved manner.
 - b. A second power sweeping may be needed after the initial sweeping if conditions warrant.
11. Protective Clothing and Safety Items:
- a. Uniforms must be worn at all times, with the company name clearly visible.
 - b. Shirts must be worn at all times.
 - c. Safety glasses must be worn at all times when operating power equipment.

12. Hours of Operation:
 - a. Lawn cutting and power equipment operations will be restricted between 7 AM - 7PM Monday through Saturday.
13. Insurance:
 - a. Workers Compensation Insurance required per governing statutes.
 - b. Liability Insurance shall be provided as required by the owner.
- Seasonal: Pest Control
 - Initiate and oversee exterior pest control program at all Retail, Grocery, and Residential Buildings on the site. All products used will be reviewed prior to application to ensure there are no adverse environmental effects to the groundwater system. All pesticides used on site for exterior treatment of pests must be approved by Property Manager.
 - If a pest issue arises that does not allow for an environmentally safe method of treatment on the exterior, we will treat the interior of the building only.
- Oversee stormwater management systems to ensure Property is within DEP and Town of Maynard compliance
 - Contract with Licensed Stormwater Engineer to perform annual inspections per the O&M plan approved by Town of Maynard. Deficiencies shall be corrected, and annual inspection reports and deficiency update reports to be forwarded to the Town of Maynard.
 - Annual report to be provided to Town of Maynard will also include a detailed list of any/all chemicals used or applied on the property for ice or snow removal, lawn treatment, and fertilization purposes etc.
 - Annual report will be presented to the Town of Maynard Conservation Commission by a representative of Capital Group Properties at a Conservation Commission Meeting
 - Biannual Water quality samples from the Monitoring Wells as per the Stantec Letter dated July 17th, 2017, to be tested every March and October at a state certified lab.
 - Annual water quality report will be presented to the Town of Maynard Conservation Commission by a representative of Capital Group Properties at a Conservation Commission Meeting
- Annual improvement inspection & project coordination
 - Property Manager & Property Owners/Partners perform Annual detailed inspection of any defects or replacements needed at the property (new line striping, pavement repairs, new signage, etc)
 - Detailed list given to Facility Manager to make sure all repairs and upgrades are completed with 60 days.
- Oversight of all subcontractors & follow up on all work performed
 - Work closely with all seasonal contractors, engineers, HVAC contractors, etc to make sure all work authorized by Landlord is done according to company standards and ensure that no payment is issued until all work is completed 100%.
- Address & rectify any issues with subcontractors, property defects, operational performance issues on the property and written updates to all Trustees/Owners.
 - PProperty Manager maintains open work logs for any outstanding inspection list for work performed, complaint received from Tenants, complaint received regarding subcontractors, etc and is not closed out and filed until an inspection is done and all work is completed to company standards and 100%. Any continued issues or need to terminate a maintenance contract is issued to Ownership in writing by Property Manager.

Additional Management Services Provided

- Maintenance assistance for Tenants when needed
- List of Approved Contractors provided to all Tenants for local maintenance repairs
- Monthly invoicing & collection of rent payments
- Monthly collection & payments of all payables pertaining to property
- Bidding out and awarding maintenance contracts including but not limited to: snow plowing, landscaping, fertilization (3 quotes to be obtained for all services over \$2,000)
- Quarterly reporting to all Trustees/Owners & answers to questions/concerns
- Annual/year end reconciliation of all annual expenses & income, resolve any disputes/issues and clear up, distributed to Trustees by February 28th annually
- Annual budgeting for upcoming year, reconciliation of condo fees & projections

5. Current Management Portfolio

Commercial Buildings

40 Southville Road, Southborough
 100 Discovery Way, Acton
 132 Turnpike Road, Southborough
 134 Turnpike Road, Southborough
 136 Turnpike Road, Southborough
 146 Cordaville Road, Southborough
 150 Cordaville Road, Southborough
 153 Cordaville Road, Southborough
 257 Turnpike Road, Southborough
 259 Turnpike Road, Southborough
 371 Turnpike Road, Southborough

Retail Buildings:

154 Turnpike Road, Southborough
 162-164 Cordaville Road, Southborough
 318 Main Street, Northborough
 101-123 Sutton Avenue, Oxford
 10002-10010 Shops Way, Northborough

Condominiums:

Deerfield Estates- 148 Lumber Street, Hopkinton MA
 Grouse Hill- 32 Old Framingham Rd- Sudbury
 Mahoney Farms- 30 Nobscot Rd- Sudbury
 Salisbury Hill- Salisbury Hill Street, Worcester
 The Heights at Pleasant Ridge, Wellesley

6. Employee Responsibilities

Katie Keefe, Property Manager:

- Manage over 900,000 square feet of 1st class office and retail space, and five age restricted condominium communities.
- Negotiate and award all maintenance and service contracts.
- Prepare annual budgets and reviewed with owners.

- Approve payables, receivables, leases and amendments.
- Delegate all repair and maintenance work to facility staff and approve timesheets.
- Prepare and lead annual Condominium Association meetings.
- Create and approve all formal correspondence.
- Represent property management in weekly meetings with developer, owners and brokers.
- Represent property management in quarterly meeting with Board of Trustees and follow up on all Trustee requests and specifications
- Manage team of Maintenance Technicians: organize schedules, calendars, appointments, and host weekly team meetings.

Lauri Nanatovich, Bookkeeper:

- Accounts Payable and Accounts Receivable for approximately 20 entities
- Bill out rent monthly to all tenants & collect unpaid rent and send late fees to past due accounts
- Input deposit for tenant rent and misc payments
- Pay bills monthly from each entity& maintain payable files for each entity
- Make mortgage payments for each entity
- Maintain up to date tenant, homeowner, and vendor information (including insurance, billing information, and emergency contact information)
- Prepare monthly financial reports for owners and partners
- Prepare employee time reports for owners and partners
- Bill out monthly management fees monthly for all properties
- Bill out all reimbursable expenses monthly to all in house entities
- Run financial reports annual to assist in the preparation of income tax returns

Jason Hadley, Facilities Manager:

- Address & Resolve all commercial & retail maintenance forms uploaded to system by Property Manager
- Coordinate service with on-call service contractors i.e. - Septic, HVAC, Plumbing, Electrical, Irrigation, etc.
- Coordinate service with other maintenance contractors & obtain 3 quotes for all projects i.e. painting, supplies, signage, etc. Meet with contractor to review detail scope & follow up with scope on email
- Delegate preventative maintenance, inspection lists, misc common area repair items to Facilities Technicians
- Perform inspections & report findings to Property Manager as directed (weekly, monthly, quarterly or as needed)

John Parsekian, Maintenance Technician:

- Perform preventative maintenance repairs per Annual PM Schedule as dictated by Facilities Manager
- Complete all repair items as listed on the Inside & Outside annual inspection lists provided by Property Manager
- Perform inspections & report findings to Property Manager as directed (weekly, monthly, quarterly or as needed)

David Guy, Maintenance Technician:

- Address & Resolve all residential maintenance forms uploaded to system by Property Manager
- Coordinate service with on-call service contractors i.e. - Septic, Electrical, Roofing, Siding, Irrigation, etc.
- Complete all repair items as listed on the Inside & Outside annual inspection lists provided by Property Manager
- Perform inspections & report findings to Property Manager as directed (weekly, monthly, quarterly or as needed)

Urbano Perez, Groundskeeper

- Maintain cleanliness of all Capital Group Commercial & Retail buildings per daily checklist dictated by Property Manager
- Inform Property Manager of any issues or problems noticed at all locations



Snow & Ice Management Plan

Job Address: 2-16 Digital Way
Maynard, MA

Requirements/Specifications for Contractor:

- Snow stake entire property as needed (berms/curbs, walkways, utilities, hydrants etc.) green fiberglass snow stakes only
- "Magic Salt" (magnesium chloride & Environmentally approved) on roads and parking areas – NO SAND. Magic Salt only to be applied to paved surfaces during ice events- no pretreatment before snow storms. NO BULK SALT STORAGE anywhere on site.
- "Melt Enviro-Blend Ice Melt"(calcium magnesium acetate- no sodium) is approved concrete de-icer for walkways. Minimal salt to be applied to walkways, only applied during ice events or as directed by Property Manager to ensure public safety. NO BAGGED SALT STORAGE anywhere on site.
- Snow melter (if required) to be stored in any of the areas marked in green on attached site plan (only when in use)
- ALL ROADWAYS, DRIVEWAYS, WALKWAYS, AND EMERGENCY ACCESS WAYS TO BE CLEARED
- Steel blade to be used on paved areas
- Shoveling done as required throughout storm, and after storm completion
- Snow contractor will notify Property Management Company when plowing begins. Property Management Company will work with contractor to move any vehicles necessary to clear the property safely.
- Plowing to begin at 1 inch accumulation (or before if directed by property manager)
 1. Accumulation of 1-3 inches will be pushed off pavement and stored in areas marked in red on attached site plan. Paved areas treated with de-icer as needed.
 2. Accumulation of 4-8 inches will be pushed off pavement and stored in areas marked in red on attached site plan. Paved areas treated with de-icer as needed.
 3. Accumulation of 8-10 inches will be pushed off pavement and stored in areas marked in red on attached site plan. If snow storage areas become full, snow will then be stored in both the red storage areas, as well as the green snow melter locations to prepare for use of snow melter. ***Snow melter will only be utilized if all snow storage areas are completely full and visibility for Tenants is hindered by snow piles. Paved areas treated with de-icer as needed.
 4. Accumulation of over 10 inches will be treated with a combination of the snow melting and hauling off site if required/needed. Snow only to be stored in green snow melter locations if snow melter use becomes absolutely necessary.
- Parking areas and walkways must be accessible and useable by 6:30 a.m.
- Liability and worker's compensation Insurance required from contractor as per attached sample
- Signature of authorized agent on Capital Group Properties subcontractor agreement
- Source used for determining accumulation: Boston Globe
- Definition of "storm": 3 hour break in snowfall

Pricing:

<u>Fixed</u>	<u>Per storm:</u>
2 years \$ _____	0-3" \$ _____
3 years \$ _____	4-8" \$ _____
4 years \$ _____	8-12" \$ _____
5 years \$ _____	12-18" \$ _____
	19-24" \$ _____
	Every 3" over 24" \$ _____

Fixed Fee Payment terms: 1/5 of total to be paid each month November through March or

Per Inch Payment terms: 30 days from receipt of invoice

Expiration Date: _____

Contractor Company Name: _____

Agent for Contractor Signature: _____

Date: _____

*by signing above, agent certifies that he/she is a legal representative of above named contractor and is authorized to sign this contract and incur responsibility for work as described herein performed at site(s) listed as "Job Address". Contractor agrees to be diligent in the care and protection from harm of all property and effects including but not limited to roads, walkways, curbs, berms, signs, lamp poles, barriers, islands and landscaping. Owner may at its discretion hold contractor accountable for value of property or effects damaged or harmed in any way in the course of fulfilling the above listed "requirements". Owner may back charge the contractor for the cost of repair and or replacement of property and or effects. Final 5/5th payment to be made after post-season inspections and damage reconciliations are complete. Snow Contractor cannot cancel this agreement before the end of the Term unless agreed upon by both parties in writing 90 days before the start of the winter season of that year. Any legal expenses incurred due to the early cancellation of this contract will be borne by the above signed snow contractor.

Accepted By: _____ Date: _____

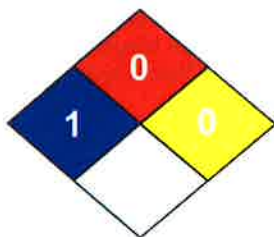
Safety Data Sheet

Version: 5.0

Preparation Date: December, 2015

Supersedes All Previous Versions

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION



Product Name: PROMELT MAGIC SALT

Product Use: De-icing, Anti-icing

Manufacturer/Distributor: Innovative Surface Solutions

78 Orchard Road
Ajax, Ontario
L1S 6L1

454 River Road
Glenmont, NY
12077

Telephone: 1-800-387-5777

1-800-257-5808

24-Hour Emergency Telephone: 613-996-6666

1-800-424-9300

WHMIS Classification: Not controlled

Chemical Family: Inorganic salt solution

SECTION 2: HAZARDS IDENTIFICATION

GHS Classification		
Physical	Health	Environment
Not Hazardous	Not Hazardous	Not Hazardous

GHS Label Element

Not Hazardous

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

Components	CAS #	% by Weight
Sodium Chloride	7647-14-5	94.0 to 97.0%
Magnesium Chloride	7786-30-3	1.72%
Molasses	-	0.43%

SECTION 4: FIRST-AID MEASURES

Eye	May cause slight eye irritation, immediately wash with water for 15 minutes. Get medical attention if irritation persists.
Skin	May cause skin irritation, wash skin thoroughly with soap and water. Get medical attention if irritation develops or persists.
Ingestion	Low in toxicity. May cause diarrhea and vomiting when large quantities are ingested.
Inhalation	Not applicable

SECTION 5: FIRE FIGHTING MEASURES

Suitable Extinguishing Media	Appropriate extinguishing media. This product is not combustible. Choose media depending on surrounding fire. All extinguishing medias are allowed.
Specific Hazards Arising from the Chemical	Expose to temperature above 160 C gives formation of toxic chloride gases
Protective Equipment and Precaution	Protective actions and / or special protective equipment depending on surrounding fire. Aqueous solutions may cause surfaces to be extremely slippery and cause a slip hazard.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Risks and Spills	Seep up material and collect in a suitable container for disposal Flush spill area with water
Protective Equipment and Exposure Control	Report releases as per local, state and federal authorities See Section 9 for details

SECTION 7: HANDLING & STORAGE

Precaution for Safe Handling	Wear protective equipment and equipment. Avoid contact with eyes, skin and clothing. Avoid breathing mist or aerosols Wash your skin thoroughly with soap and water after handling, if product comes in contact.
Safe Storage / Incompatibilities	Store in cool, dry, well-ventilated area away from incompatible material. Carbon Steel, polyester, polyethylene and polypropylene are suitable material for construction.

SECTION 8: EXPOSURE CONTROL / PERSONAL PROTECTION

Exposure Control	Not established, no special precaution required.
Respiratory Protection	For dusty or misty conditions, wear NIOSH approved dust or mist respirator.
Skin Protection	Wear rubber gloves, boots and long sleeve shirts.
Eye Protection	Wear safety goggles.

SECTION 9: PHYSICAL & CHEMICAL PROPERTIES

Physical State:	Solid
Appearance Odor:	Brown color / Pleasant odor
Odor Threshold:	Not established
Specific Gravity:	2.165g/cm ³
pH:	Not applicable
Vapor Pressure:	Not determined
Solubility in Water:	Completely
% Volatile:	Not determined
Vapor Density:	Not determined

SECTION 10: STABILITY & REACTIVITY

Reactivity / Chemical Stability	Not reactive. Stable under normal storage and handling conditions.
Conditions to Avoid	Temperature below or close to product freezing point can give formation of crystals during storage.
Incompatible Material	Strong oxidizing agents, concentrated acids and some metals.
Hazardous Decomposition Products	Above 160 C product decomposes and emits hydrogen chloride, halogenated compounds and chloride gas.

SECTION 11: TOXICOLOGICAL INFORMATION

Ingestion	Ingestion may cause slight irritation.
Inhalation	Inhalation of mist may cause slight irritation of nose, throat and upper respiratory tract.
Eye	May cause minor irritation with pain and tearing.
Skin	May cause slight irritation on prolonged or repeated contact.
Carcinogenicity	None of the component in the product is listed as carcinogen or suspected carcinogen by IARC, NTP or OSHA.
Reproductive Toxicity	None.
Oral (rate) LD 50	8100 mg / Kg
Appraisal	The material is classified as not toxic.

SECTION 12: ECOLOGICAL INFORMATION

Eco toxicity	No data available.
Persistence and Degradability	Biodegradation is not applicable to inorganic substances.
Bio accumulative Potential	No data available.
Mobility in Soil	No data available.
Other Adverse Effects	None known.

SECTION 13: DISPOSAL CONSIDERATIONS

Dispose in accordance with local, state and federal environmental regulations.

SECTION 14: TRANSPORT INFORMATION

Proper Shipping Name	Not regulated
UN Number	None
Hazard Class / packing Group	None
Label Required	None

SECTION 15: REGULATORY INFORMATION

CERCLA	This product is not subjected to CERCLA release reporting. Many States have more stringent release reporting requirements. Report spills required under federal, state and local regulations.
SARA Hazard Category (311 / 312)	Not Hazardous
SARA 313	None
EPA TSCA Inventory	All of the ingredients in this product are listed on the EPA TSCA Inventory.
CEPA	All the components of this product are listed on the Canadian DSL
WHMIS Classification	Not classified as dangerous.

SECTION 16: PREPARATION INFORMATION

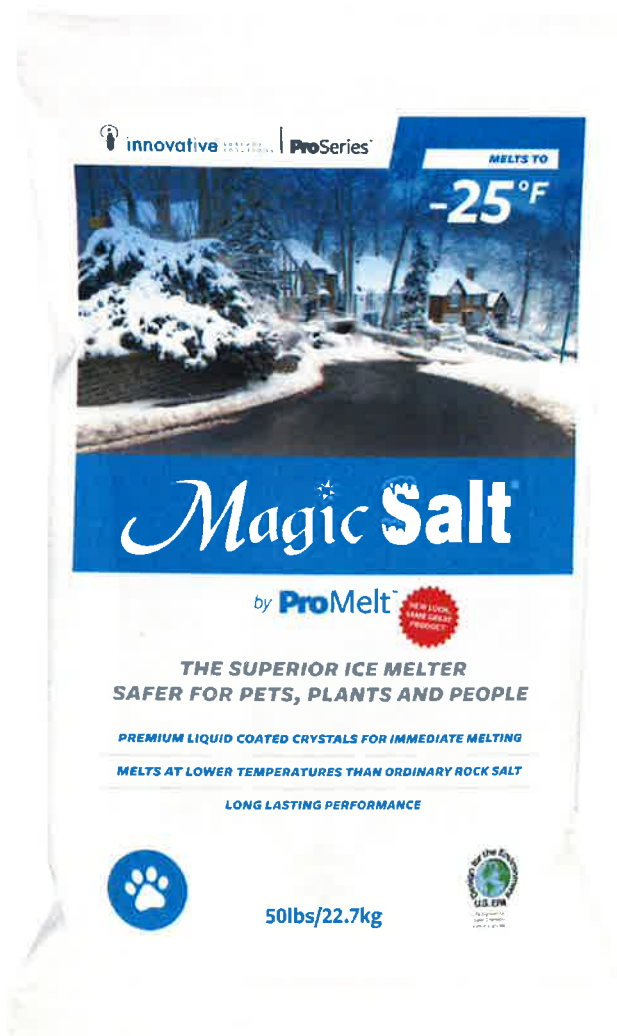
Prepared By:	Innovative Surface Solutions
Telephone:	905-427-0318
Preparation Date:	December, 2015
Superseded Date:	ALL PREVIOUS VERSIONS

Magic Salt®

by **ProMelt™**

The Superior Ice Melter Safer for Pets, Plants and People

Magic Salt® by ProMelt delivers superior ice melting results at temperatures as low as -25°F. Treated with a high performance blend of agricultural enhancers and magnesium chloride, it melts snow and ice fast with long lasting results.



Keeping you Safe from Highways to Driveways



innovative SURFACE SOLUTIONS

ProSeries™

Magic Salt®

by **ProMelt™**

Features and Benefits:

Magic Salt® by ProMelt starts out as ordinary rock salt and is then treated with our Magic -O Liquid, an agriculturally enhanced magnesium chloride that has earned the EPA "Design for the Environment" designation.

- Premium Liquid coated crystals for immediate melting
- Effective at temperatures as low as -25°F
- Agricultural enhancer provides corrosion protection for your equipment
- Long lasting performance reduces re-application frequency
- Melts at lower temperatures than ordinary rock salt
- Safer for pets, plants and people
- Environmentally friendly

Sodium & Chloride Ion Reduction Chart

	Rock Salt	Magic Salt® by ProMelt
Application Rate	8.04 oz./Sq. Yard	2.01-2.68 oz./Sq. Yard
Chloride Ion Contribution	4.88 oz./Sq. Yard	1.22-1.63 oz./Sq. Yard
Sodium Ion Contribution	3.16 oz./Sq. Yard	.79-1.05 oz./Sq. Yard

Product Application

For driveways and walkways, use 1/4 to 1/3 cup per square yard. Melting will begin immediately and continue longer than other regular rock salt products. Shovel off slush and re-apply if needed. For best results, remove all loose snow and slush from driveways, steps and walkways. Spread a generous amount in the path of traction wheels to get out of slick parking areas.

For highway use, reduce conventional dry salt application rates by 20-40%.

Distributed by:



innovative SURFACE
SOLUTIONS

ProSeries™

78 Orchard Road
Ajax, Ontario, L1S 6L1
Toll Free: 1 800-387-5777

454 River Road
Glenmont, NY 12077
Toll Free: 1 800-257-5808

www.innovativecompany.com



Product Technical Specification Sheet

Product Name: PROMELT MAGIC SALT

Physical Characteristics:

Component # 01		
No.	Properties	Typical Values
1	Appearance	Brown Salt
2	Odor	Sugared
3	Bulk Density (Kg / m ³)	1220

Chemical Characteristics:

Component # 01		
No.	Properties	Specification
		min max
4	% Sodium Chloride	95.0 -
5	% Moisture	- 1.0

Screen Specification:

Screen Size (mm)	Screen Size (Inches)	% Passing	
		min	max
12.5	1/2	-	100.0
9.5	3/8	95.0	100.0
4.75	No. 04	20.0	90.0
2.36	No. 8	10.0	60.0
600 (Micron)	No. 30	0.0	15.0

- Tolerance of 5 percentage points on maximum value of the range of each sieve except ½ and 3/8 sizes.



Product Technical Specification Sheet

Physical Characteristics:

Component # 02					
No.	Properties	Test Method	Typical Values	Specification	
				min	
1	Appearance	-	Brown	-	1
2	pH, deicer 1+4	ASTM D-1293	4.0	3.0	2
3	Specific Gravity (15°C 60°F)	ASTM D-1429	1.300	1.290	3
4	Weight (lbs/gal)	ASTM D-1429	10.85	10.76	4
5	Freeze Point Temperature	PNS	-45°C -49°F	-	5
6	% Freezer Settable Solids	PNS	<1.0	0.0	6
7	% Solids Passing #10 Sieve	PNS	>99.0	99.0	7
8	Total Dissolved Solids	-	38.4	37.4	8
9	Corrosion % effectiveness	NACE PNS	9.8	-	9

Chemical Characteristics:

Component # 02					
No.	Properties	Test Method	Typical Values	Specification	
				min	Max
10	% Magnesium Chloride	PNS	22.4	21.4	23.4
11	% Sodium Chloride	PNS	-	0.0	1.0
12	% Calcium Chloride	PNS	-	0.0	1.0
13	% Potassium Chloride	PNS	-	0.0	1.0
14	Arsenic (ppm)	EPA 200.7	<1.0	0.0	5.0
15	Barium (ppm)	EPA 200.7	<0.5	0.0	100.0
16	Cadmium (ppm)	EPA 200.7	<0.05	0.0	0.2
17	Chromium (ppm)	EPA 200.7	<0.5	0.0	1.0
18	Copper (ppm)	EPA 200.7	1.3	0.0	4.0
19	Cyanide (ppm)	EPA 335.4	<0.05	0.0	0.2
20	Lead (ppm)	EPA 200.7	<0.5	0.0	1.0
21	Mercury (ppm)	EPA 245.1	<0.02	0.0	0.05
22	Selenium (ppm)	EPA 200.7	<1.0	0.0	5.0
23	Zinc (ppm)	EPA 200.7	<0.1	0.0	10.0
24	Phosphorus (ppm)	EPA 365.4	15.9	0.0	2500.0

Version 2.0 | Page 2 of 2

PROMELT MAGIC SALT
Effective Date: January 2015
www.innovativecompany.com

78 Orchard Road
Ajax, Ontario L1S 6L1
1-800-387-5777

454 River Road
Glenmont, NY 12077
1-800-257-5808

SOUND/DECIBEL READING (5/28/08 - D09M-029)

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PASS
62

MELT™



ECO-, KID-, PET-FRIENDLY.

ENVIRO-BLEND ICE MELTER

Enhanced with CMA



Melt™ Enviro-Blend Ice Melter is a premium CMA (Calcium Magnesium Acetate) blend that is safer for pets and children. It works faster and at temperatures when many other products have stopped working. Because Melt™ Enviro-Blend Ice Melter melts more effectively than other products, a smaller quantity is needed to remove snow and ice, minimizing the environmental impact on grounds and vegetation.

- Formulated with Pet Friendly Ingredients
- Protects Surrounding Hardscapes and Softscapes*
- Fewer Applications Required to Achieve Superior Performance
- Reduces Damage Towards Vegetation and Concrete*
- Formulated to Provide Soil Supporting Compounds
- Reduces Corrosion Towards Metals
- Anti-Caking Agents Added for Extended Shelf Life

*When used as directed.

WWW.SNOWJOE.COM

**SAFETY DATA SHEET
(S.D.S)**

Produced by Kissner, Inc.
expressly for Snow Joe®, LLC

Form No. SJ-MELT-S.D.S-R2



FAST ACTING • SAFER ON VEGETATION • SAFER ON WOOD AND CONCRETE*

* when used as directed

ENVIRO-BLEND ICE MELTER

Enhanced with CMA

Section 1: Product Information

T.D.G. Classification	-----	Not regulated
UN Number	-----	Not applicable
Packing Group	-----	Not applicable
Product Name	-----	Environ Melt Ice Melter
WHIMIS Classification	-----	Not applicable
Chemical Formula	-----	Not applicable
Chemical Family	-----	Not regulated
Product Use	-----	Ice melting
CAS #	-----	Not applicable
Supplier	-----	Kissner Salts & Chemicals 32 Cherry Blossom Rd Cambridge, Ontario N3H 4R7 (519) 279-4860
Available Packaging	-----	25 lb bag, 50 lb bag, 50 lb box, 100 lb box, 40 lb pail, 50 lb pail, 2000 lb tote

Section 2: Hazardous Ingredients

Hazardous Ingredients	-----	No hazardous substances present in reportable amounts
Percentage	-----	Not applicable
LD/50, Route, Specie	-----	Not applicable
LC/50, Route, Specie	-----	Not applicable

Section 3: Physical Data

Physical State	-----	Solid
Appearance & Odour	-----	Green Colored Granules
Vapour Pressure (mm Hg at 20°C)	-----	Not applicable
Vapour Density (Air = 1.0)	-----	Not applicable
Bulk Density	-----	Not applicable
Solubility in Water	-----	Water Soluble
Specific Gravity (gm/cc, Water = 1.0)	-----	Not applicable
% Volatile by Volume	-----	Non volatile
Boiling Range (Deg. Celsius)	-----	Not applicable

Melting/Freezing Point (Deg. Celcius)	-----	-22 degrees Celsius
Coefficient of Water/Oil Distribution	-----	Not applicable
pH	-----	10 (1% solution @ 20 degrees C)

Section 4: Fire and Explosion Data

Flash Point	-----	Not applicable
Autoignition Temperature (Deg. Celsius)	-----	Not auto-ignitable
Flammability Limits in Air (%) LEL	-----	Product is non-flammable. Not considered a fire hazard
Flammability Limits in Air (%) UEL	-----	Not applicable
Fire Extinguishing Media	-----	Not applicable
Fire Fighting Procedures	-----	Not applicable
Other Fire or Explosion Hazards	-----	Not applicable
Sensitivity of Mechanical Impact	-----	Not sensitive
Rate of Burning	-----	Not applicable
Explosive Power	-----	None
Sensitivity to Static Discharge	-----	None
Hazardous Combustion products	-----	None

Section 5: Reactivity Data

Under Normal Conditions	-----	Stable under normal conditions
Under Fire Conditions	-----	Not applicable
Hazardous Polymerization	-----	None
Conditions to Avoid	-----	None
Materials to Avoid	-----	Strong oxidizers
Hazardous Decomposition	-----	Hydrogen Chloride

Section 6: Toxicological Properties

Route of entry into the body	-----	Eye, skin, inhalation and ingestion
Effects of acute exposure to product	-----	Eye: can cause mild to moderate temporary infection Skin: contact with abraded skin may cause mild irritation or rash Inhalation of dust: may cause nose, throat and respiratory tract irritation and coughing
Effects of chronic exposure to product	-----	Not known at this time
Exposure limits	-----	Not applicable
Irritancy of product	-----	None hazardous by WHMIS criteria
Sensitization of product	-----	Not available
Carcinogenicity of product	-----	None hazardous by WHMIS criteria
Reproductive toxicity	-----	Not available
Teratogenicity	-----	Not available
Mutagenicity	-----	Insufficient data available
Synergistic effects	-----	Not available

Section 7: Preventive Measures

Specific Engineering controls required	-----	Local exhaust for dust
Procedures to be followed in case of spill/leak	-----	Small spills: May be flushed away with water or sweep up. Large spills: Sweep or scoop up for reuse or disposal.
Waste Disposal	-----	Small spills: May be sewered. Large spills: Should be disposed of in landfill according to regulations.
Protective Equipment to be used	-----	While this product is considered non-hazardous, good industrial practice suggests the use of proper eye protection and the use of gloves.
Storage Needs	-----	Store away from strong oxidizing agents.
Handling procedures and equipment	-----	Store in dry area. Keep container closed.
Special shipping information	-----	Not applicable

Section 8: First Aid Measures

EYE CONTACT	-----	Flush eyes with flowing water. If irritation or redness are severe or persist, consult physician.
SKIN CONTACT	-----	Flush skin with running water.
INGESTION	-----	Drink liquids to dilute and consult physician
INHALATION	-----	Move victim to fresh air

Section 9: Preparation Information

Prepared by	-----	Quality Assurance Department
Emergency Phone No.	-----	(613) 996-6666 (Canutec)
Date	-----	September 2014

The information is, to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made to its accuracy, reliability or completeness. It is the user's responsibility to review this information, satisfy themselves as to its suitability and completeness and pass on the information to its employees or customers. Kissner Salt & Chemicals does not accept responsibility for any loss or damage which may occur from the use of this information.



Snow Joe®, LLC Carlstadt, NJ, USA
1-866-SNOWJOE (1-866-766-9563)

snowjoe.com

REGULATION FOR COLLECTION, MANAGEMENT, AND DISPOSAL OF
RESIDENTIAL SOLID WASTE

By the

Board of Health of the Town of Maynard, Massachusetts

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Section 1: Findings

The findings of this Regulation, which provides the background for this Regulation, were part of the Solid Waste Regulation when adopted in 1993 and are included by reference. Complete text of this section may be obtained from the Board of Health.

Section 2: Purpose

The Board of Health of the Town of Maynard, Massachusetts, in keeping with its obligations to protect the health and safety of the public, to comply with State regulations banning recyclable materials from municipal refuse collection, and to provide fiscally responsible services to the residents of the Town, hereby adopts the following regulation pursuant to the Massachusetts General Laws, Chapter 111, Section 31,31A and 31B. These regulations replace all previous versions with the inclusion by reference of Section 1 of the 1993 version.

Section 3: Definitions

The following definitions are adopted for the purposes of this regulation:

- 3.1 Biweekly:** once every two weeks.
- 3.2 Board:** the Town of Maynard Board of Health.
- 3.3 Brush:** woody stems or branches from vegetation with a length of less than three (3) feet and individual diameter of less than three (3) inches.
- 3.4 Christmas Tree:** an evergreen tree or branches without wires or other metal attached.
- 3.5 Commercial:** any location in which a business is located or a building that contains more than four (4) Dwelling Units, with the exception of Condominiums.
- 3.6 Compost:** a product produced by the natural decay of vegetative matter.
- 3.7 Condominium:** a building with multiple dwelling units that are individually owned.
- 3.8 Condominium Unit:** a Residential Unit in a Condominium, which is owned by an individual who pays property taxes to the Town of Maynard for that specific unit, regardless of whether or not the owner is the occupant of the unit

- 3.9 Contractor:** Contractor or rubbish contractor means any person who, for compensation, supplies, maintains, or services one or more dumpsters; or removes, transports or disposes the contents of waste from dumpsters, or removes trash from one or more households.
- 3.10 Dumpster:** any receptacle of one cubic yard (200 gallon) capacity or more that is used for the collection, storage or transportation of trash, rubbish, garbage, offal, scrap, or other material for discard, disposal or recycling.
- 3.11 Dwelling Unit:** a place where people live.
- 3.12 Garbage:** the animal and vegetable or other organic waste resulting from the handling, preparation, cooking, and consumption of food.
- 3.13 Grass Clippings:** grass residue remaining after a lawn is mowed or otherwise cut.
- 3.14 Large Appliance:** any device or machinery normally used in the residence for performing house work, including but not limited to refrigerators, ranges, and water heaters. For the purposes of this regulation, the term large appliance does not apply to toasters, coffee pots, irons, televisions, computers, video display terminals, and similar small objects provided that they do not exceed the criteria that would define them as Large Objects.
- 3.15 Large Object:** any single object or a collection of objects bound together, that is greater than or equal to four (4) feet in length, greater than or equal to three (3) cubic feet in volume, or weighs more than 75 pounds.
- 3.16 Leaves:** the foliage of deciduous trees.
- 3.17 Offal:** shall mean the waste or by-product of a process, usually that of slaughtering or butchering, including trimmings and viscera of the animal.
- 3.18 Owner:** any person, including a lessee or mortgagee in possession, who alone or severally with others has lawful title to or lawful possession, care or control of any property on which a dumpster is located or proposed to be located. Owner also includes any authorized agent of such person.
- 3.19 Person:** includes any individual, partnership, corporation, firm, association, group or respective agents there of.
- 3.20 Recyclable Materials:** any consumer product determined to be acceptable in the recyclable collection by the Board of Health. The list of such materials will be promulgated by the Board of Health (see Section 4.1), and will be modified, as needed and based upon market activity, from time to time.

- 3.21 Residence (or residential unit):** a non-Commercial building that has no more than four (4) Dwelling Units with the exception of Condominium Units.
- 3.22 Rubbish:** combustible and non-combustible waste material, excluding garbage.
- 3.23 Septage:** the material removed from an individual sewage disposal system.
- 3.24 Sewage:** shall mean any water-carried putrescible waste resulting from discharge of water closets, sinks, clothes washers, dishwashers, or any other source.
- 3.25 Soft Furniture:** Sofas, mattresses, recliners and other soft furniture that otherwise meet the definition of a Large Object.
- 3.26 Sticker, Valid:** A valid sticker for trash pickup prepared by our town and sold through local merchants and at Town Building during regular office hours. The Board shall produce stickers in two denominations, a full-price sticker and a half-price sticker. Two half-price stickers are equal to the value of one full price sticker.
- 3.27 Sticker, Counterfeit:** A sticker that is not valid. A valid sticker is described in 3.26 listed above. Counterfeit meaning “to copy with the intent to deceive” and to receive a service fraudulently.
- 3.28 Temporary Dumpster:** is one that will occupy a specific location for 30 days or less. It can be at a commercial or residential location.
- 3.29 Town:** Town of Maynard.

Section 4: Mandatory Residential Curbside Recycling

4.1 Recycling Materials:

Recycling of paper, glass bottles and jars, aluminum cans, bimetal (tin) cans, aluminum and bimetal foil, aseptic juice boxes, milk cartons (waxed cartons), and no.1 through no. 5, and no.7 plastic food containers and cleaning product containers is mandatory. Acceptable paper includes: newsprint, office paper, magazines, junk mail, cardboard food boxes, phone books, scrap paper, colored paper, paperback books (soft cover), and corrugated cardboard.

4.2 Placement of Recyclable Materials at the Curbside:

4.2.1 All recyclable glass, aluminum, bimetal and plastic containers must be placed at the curbside in the recycling bins provided by the Town and in additional containers as needed, which are to be placed adjacent to the recycling bin at the curbside.

- 4.2.2** All paper must be cut or folded to a size that would fit in a standard paper grocery bag. Paper shall be placed in paper grocery bags. Corrugated cardboard shall also be cut to a size that would fit into a paper grocery bag although it may be tied instead. Newspapers and magazines may also be tied rather than placed in a paper grocery bag.
- 4.2.3** There is no limit to the number of recycled items placed at the curbside.
- 4.2.4** Restrictions on curbside recycling:
 - 4.2.4.1** Waxed paper, plastic, or foil shall not be mixed with paper that is to be recycled.
 - 4.2.4.2** No Large Appliances will be collected at curbside.
 - 4.2.4.3** Grass Clippings are not collected at the curbside and should be composted on resident's property.

Section 5: Residential refuse

5.1 Permitted refuse for collection:

- 5.1.1** Any bag or item of household refuse to be collected requires that valid stickers be attached to the bag, the top bag in the container, or on the item.
- 5.1.2** Any bag or item of household refuse that is greater than 16 gallons or 38 pounds but less than or equal to 32 gallons or 75 pounds must have a full-price valid sticker (or 2 half-price stickers) attached and visible.
- 5.1.3** Any bag or item of household refuse that is less than or equal to 16 gallons or 38 pounds must have a half-price valid sticker attached and visible. Bags from a trash compactor unit, although less than 16 gallons, may require a full-price valid sticker based on its weight. (See section 5.1.9.)
- 5.1.4** Each container, item, or bag must weight less than 75 pounds, be less than four (4) feet in length, and occupy less than three (3) cubic feet in volume.
- 5.1.5** If a standard 32-gallon barrel is used as a refuse container, it shall not be filled above the rim and it must be cleaned at least once per month.
- 5.1.6** Large Objects that weigh more than 75 pounds, or are more than four (4) feet long or greater than three (3) cubic feet in volume will be collected at curbside only if five (5) full-price valid stickers are attached.

- 5.1.7** Soft Furniture, including, but not limited to sofas, mattresses, recliners, and other soft furniture, will be collected at curbside only if five (5) full-price valid stickers are attached.
- 5.1.8** Home remodeling waste and debris that is combustible may be disposed of at curbside. The amount shall be limited to four (4) 32-gallon bags, each weighing no more than 75 pounds, per week. Each bag must have a valid full-price sticker affixed. The Board of Health reserves the right to have its agent evaluate the size of the remodeling project and when necessary require the homeowner rent a temporary dumpster. This will generally be required when the project will generate more than 4 cu. yds. of waste.
- 5.1.9** Any bag, barrel or item left at the curbside that is deemed by any trash hauler under contract to the Town or any other agent of the Board to exceed the size or weight limit stated herein or to have an inadequate number of valid stickers for the item's size or weight will be left at the curbside.

5.2 Curbside refuse collection restrictions:

- 5.2.1** No items listed in Section 4.1 (Recycling Materials) of this Regulation shall be allowed in household refuse.
- 5.2.2** Items that shall be disposed of at the drop off site (see Section 8.1 of this Regulation) will not be collected at curbside.
- 5.2.3** Explosives and ordinance materials, pathological wastes, hazardous chemicals, radioactive materials, motor oil, sludge, highly flammable substances, antifreeze, automotive parts, crankcase oils, cesspool or other human wastes, human and animal remains, dead animals, logs, unburnable construction materials and demolition debris, cleaning fluids, cutting oils, asbestos, oil-based paints, acids, caustics, poisons, pesticides, ammunition, or other hazardous or infectious materials shall not be disposed of with household refuse.
- 5.2.4** Fireplace ashes are allowed, but they must be cold before placing at the curbside.
- 5.2.5** Christmas Trees will not be collected, but may be dropped off at a location that will be designated by the Board. Wires and ornaments shall be removed from the trees and wreathes. Trees shall be removed from carrying bags.

- 5.2.6** Grass Clippings are not permitted refuse at the curbside and should be composted on resident's property.

Section 6: Residential Leaf collection

- 6.1** Leaves may be placed at the curbside for collection on dates and times designated and publicized by the Board.
- 6.2** All leaves must be in biodegradable bags.

Section 7.0: Residential Curbside collection

7.1 Collection Schedule:

Refuse and recycling collections shall take place according to a collection schedule that is on file at the Board of Health office, and may be modified at any time by the Board.

7.1.1 Recycling: Recycling collection shall take place biweekly from each Residence on the same day as refuse collection.

7.1.2 Refuse: Refuse collections shall take place weekly from each residence.

7.1.3 Leaf Collection: Curbside leaf collection shall take place periodically during the fall and spring on dates designated each year by the Board.

7.2 When to Place Refuse and Recyclables at Curb:

Refuse and recyclables shall not be placed at the curb before 6:00 a.m. on the morning of the collection.

7.3 Scavenging of Refuse and Recyclables:

There shall be no scavenging and taking refuse or recyclables that have been placed at curbside for collection, unless permitted by the owner of the refuse and indicated by signage placed on the items at curbside.

Section 8.0 Drop-off collection

8.1 Items permitted at drop-off collection:

8.1.1 Items that may be brought to the drop-off site for disposal include: small appliances made of 50% or more metal, microwaves, Large Appliances, tires, car batteries cathode ray tubes (CRT) (including computer video display terminals, televisions,

etc.), computers, empty propane tanks (small), mercury-containing items (including thermometers, thermostats), and fluorescent light bulbs, items containing chlorofluorocarbons, large gas powered equipment (e.g., riding mowers, snow blowers).

8.1.2 Brush will be chipped at the drop off site on designated first Saturdays of the month. Designated Saturdays will be publicized by the Board of Health.

8.1.3 The Board reserves the right to add to the list of items designated for drop-off collection from time to time and the Board shall publicize the changes.

8.1.4 All items permitted at the drop-off collection are prohibited from curbside recycling or refuse collection.

8.2 Drop-off collection schedule and procedures:

8.2.1 Drop-off collection is available at the Department of Public Works (DPW) barn on Winter Street on the first Saturday of the month, between 9:00 a.m. and noon, except when the first Saturday falls on a holiday or as otherwise posted by the Board.

8.2.2 There are fees for collection of some drop-off items. See Section 8.3 (Fees: Drop-off Collection).

8.3 Drop-off collection restrictions:

No curbside recycled or refuse items shall be brought to the drop off site.

Section 9: Fees

9.1. Curbside recycling:

9.1.1. There is no limit to the number of recycled items placed at the curbside.

9.1.2. There is no fee for disposal of approved recyclables at the curbside provided the occupant of the residential unit participates in the residential curbside refuse program through the use of trash stickers. The Board of Health reserves the right to bill a homeowner who chooses not to participate in the curbside refuse program and to set out recyclables only. Failure to pay the assessed fee will result in termination of the recycling service for that household.

9.2. Residential refuse:

- 9.2.1.** For each container, bag or item of household refuse or Large Object placed at curbside, the appropriate number of valid stickers must be purchased and attached to each item as described in Section 5.1. Valid stickers are provided by the Board and are sold at the Maynard Town Building during regular office hours and at various stores in Maynard. A list of stores selling valid stickers can be obtained from the office of the Board. The cost of the valid stickers is determined by the Board of Health and may be modified from time to time to offset the cost of curbside refuse collection.
- 9.2.2.** The number of valid stickers required on any additional item(s) or Large Object(s) is indicated in sections 5.1.6 through 5.1.8 of this Regulation.

9.3. Drop-off collection:

The cost of disposing of items at the drop-off collection site is determined by the Board and the schedule of fees is posted at the drop-off collection site and is available at the Board of Health office. The fee schedule (**Appendix A**) may be modified by the Board from time to time to offset the costs of operating the drop-off site and disposing of or recycling the drop-off items.

Section 10: Licensing of Contractors to Remove, Transport and dispose of offensive materials and trash collected in the town of Maynard.

- 10.1** No person shall collect, transport, or dispose of sewage, septage, offal, garbage, rubbish, or any other offensive material within the Town of Maynard unless a permit to do so has been obtained from the Board.
- 10.2** No person shall transport sewage, septage, offal, garbage, rubbish, or any other offensive material through the town unless he has registered his intent to do so with the Board, and the Board has approved said registration.
- 10.3** Each applicant for a permit or registration issued under regulations 10.1 and 10.2 shall pay a fee as determined annually by the Board for said permit or registration. The current fee is listed in **Appendix B**.

- 10.4** Each permit and/or registration issued under these regulations shall expire on June 30th of the year in which it is issued. Subsequent year permits shall run July 1st to June 30th of the following year.
- 10.5** The Board may place restrictions on said permit or registration when it finds that certain conditions warrant such restrictions
- 10.6** Household trash collected as part of a route by a licensed hauler shall be disposed of *only at the Wheelabrator Millbury Plant* off of Rte. 20 in the town of Millbury, MA. Said plant has an exclusive contract with the town of Maynard through June 30, 2008 for disposal of all household trash collected in Maynard. No waste collected from other sources can be mixed with the residential trash collected in Maynard on any given day.
- 10.7** A licensed hauler of household trash in the town of Maynard must supply a list of their customers at the time of applying for a license or renewal of their license in July of each year.
- 10.8** Exception to 10.6
A contractor who is in the business of cleaning out basements and attics or construction debris must obtain a license from the town of Maynard, but does not have to dispose of the cleanout waste at the Wheelabrator Millbury Plant. Said contractor is considered a one time contract with an individual homeowner and need only inform us of the disposal location as part of the license application process.
- 10.9** Exception to 10.7
The sole source contractor licensed by the town of Maynard does not have to submit a list of customers to the Board. His contract with the town is to provide trash collection to all households of between 1 to 4 units. The town presumes the contractor is servicing all such units.

Section 11: Licensing and Regulations for Dumpsters.

11.1 Permanent Dumpsters

- 11.1.1** No dumpster shall be used or kept in the Town of Maynard after June 30, 2005 unless a dumpster permit has been issued to the Owner by the Board of Health.

11.1.2 Dumpster permits shall expire on June 30 in the year they are issued, but may be renewed for a period to run July 1 to June 30 of the following year.

11.1.3 The annual fee for each dumpster permit shall be established by the Board of Health and is subject to change periodically. The current fee is listed in **Appendix B**.

11.1.4 The Owner shall ensure that each dumpster is placed on a concrete or macadam pad and is so located as to not interfere with the health, safety, or well-being of any business or neighbor

11.1.5 Each dumpster shall be of sufficient capacity to contain all accumulated material without overflowing, and shall be emptied on a regular basis or when full.

11.1.6 Each dumpster used in whole or part for the storage or transportation of garbage, offal or other offensive substances shall be fitted with a tight-fitting lid or cover, which shall meet the requirements of 527 CMR 34.0 of the Massachusetts State Fire Code and be kept closed at all times except when being filled, cleaned or emptied. Said lid shall be kept locked between 11:00 p.m. and 7:00 a.m.

11.1.7 The Owner shall ensure that each dumpster and the area immediately surrounding it are kept free of obnoxious odors, vermin, insects, debris, overflow and all other nuisances.

11.2 Temporary Dumpsters

11.2.1 A permit must be obtained from the Board of Health for each temporary dumpster located in the Town. A permit will be valid for up to 30 days before a renewal and a new fee is required.

11.2.2 The fee for a temporary dumpster permit shall be as established by the Board of Health and may be changed periodically. The current fee is listed in **Appendix B**.

11.2.3 Temporary dumpsters placed on a public or private way shall be equipped with reflective devices to warn motorists that a dumpster is present. The Police Department must be notified when a temporary dumpster is to be located on a public or private way in the Town.

11.2.4 Temporary dumpsters must have a covering when full and being removed from their location.

11.3 Special Regulations for all Dumpsters

- 11.3.1** The contractor's name and business telephone number shall be conspicuously displayed on the dumpster.
- 11.3.2** The contractor shall have the dumpster deodorized and/or sanitized as necessary or as ordered by the Board of Health.
- 11.3.3** The emptying of the dumpster contents by the contractor shall not commence before 6:30 AM and not continue after 9:30PM. In specific instances the Board of Health may modify these times if in its reasonable judgment it is convinced that the public health, safety or welfare would be better served.
- 11.3.4** The contractor shall ensure that the dumpster contents are not spilled during removal or transportation.

Section 12: Enforcement

- 12.1** The provisions of these regulations shall be enforced by the Maynard Board of Health or its agents.
- 12.2** Anyone violating any portion of these regulations will receive a citation under the non-criminal disposition by-law of the Town.
- 12.3** A new citation will be issued for each new day that the non-compliance occurs.
- 12.4** For continued non-compliance or failure to pay fines, a criminal complaint will be filed in the District Court.
- 12.5** As a result of criminal proceedings, the Board may suspend or revoke any dumpster or Contractor's permit.

Section 13: Penalties

The Maynard Board of Health shall promulgate fines and penalties for violation of this regulation. The dollar amount of the fines are posted in **Appendix B** at the end of these regulations. The Board of Health reserves the right to modify the amounts of these fines periodically

13.1 Failure to Recycle:

Residences that do not recycle will receive a warning ticket for the first violation, and then will be fined per incident for subsequent violations (**Appendix B**).

13.2 Disposal at Location Other than Residence:

Disposal of solid waste at any location in Town other than in front of the residence is punishable by a fine (**Appendix B**).

13.3 Disposal on Public Property:

Disposal of solid waste on public property is punishable by a fine (**Appendix B**).

13.4 Scavenging of Solid Waste:

Scavenging and taking solid waste that have been placed at curbside for collection is punishable by a fine (**Appendix B**), unless permitted by the owner of the refuse and indicated by signage placed on the items at curbside.

13.5 Failure to license as a waste hauler.

Failure to license in the Town as a waste hauler is punishable by a fine (**Appendix B**).

13.6 Failure to register a dumpster.

Failure to register a dumpster in the Town is punishable by a fine (**Appendix B**).

13.7 Disposal of Solid Waste using a Counterfeit Sticker.

Disposal of solid waste using a Counterfeit Sticker in the Town of Maynard is punishable by a fine (**AppendixB**).

Section 14: Severability

If any provisions of this regulation are declared invalid or unenforceable, the other provisions shall not be affected thereby but shall continue in full force and effect.

Section 15: Effective Date:

The prior version of these Regulations were approved and signed on June 2, 2004 and the revisions became effective as of July 1, 2004. The current revision of these Regulations was approved on August 14, 2005 and are effective as of on August 15, 2006.

Signatories on the June 2, 2004 revision to these Regulations were:

Shirley Grigas, Chair

Paul Jacques

Susan Butterworth

Appendix A

Schedule of Fees for Drop-off Collection (as of January 1, 2010)	
Drop-off Item	Fee (\$)
Tires with no rim	2.00
Tires on the rim	3.00
Truck tires	8.00
Car Batteries.	8.00
Ranges and other White goods.	15.00
Items containing chlorofluorocarbons (refrigerators, air conditioners, compressors, etc)	20.00
Empty propane tanks	5.00
Microwaves	10.00
Cathode ray tubes (CRT) (televisions, video display terminals)	15.00
Gas powered equipment (riding mowers, snow blowers, etc.)	15.00
Other metal items- Minimum fee.	5.00

Appendix B

Fees for Rubbish Contractor and Dumpster Licenses (as of January 1, 2010)	Fee
Annual fee for a rubbish contractor's license	\$50.00
Fee to license a permanent dumpster	\$50.00
Fee to license a temporary dumpster	\$15.00

Penalties for Trash Violations as of January 1, 2010	Fine
Violation of sec.7.3 Scavenging of Refuse and Recyclables (uninvited)	\$25.00
Violation of sec.13.1 Failure to recycle	\$25.00
Violation of sec.13.2 disposal at location other than residence	\$25.00
Violation of sec.13.3 disposal on public property	\$500.00
Violation of sec.13.4 scavenging of solid waste (uninvited)	\$25.00
Violation of sec.13.5 Failing to register as a rubbish contractor	\$100.00
<i>Each month constitutes a separate violation</i>	
Violation of sec. 13.6 Failing to register a dumpster	
Permanent dumpster	\$50.00
Temporary dumpster	
<i>Each month constitutes a separate violation</i>	
Violation of sec. 13.7 Use of Counterfeit Sticker	\$50.00

**2-16 DIGITAL WAY, MAYNARD
ANNUAL MAINTENANCE SCHEDULE**

2017

JANUARY	COMPLETE	DATE
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check operation of pump houses & report any alarms		
Clean roof drains		
Drain fire dept. access connections to sprinklers		
MEMO "approved contractor list"		
MEMO "hiring subs / insurance verification"		
MEMO "parking during storms"		
MEMO "send maintenance items electronically"		
Nighttime lighting check - interior/exterior/parking/pylon		
Read EMON DMON Meter and have tenant sign		
Replace all pylon sign bulbs every 5 yrs.		
Replace batteries in emergency & exit lights every 5 yrs.		
Review budget with owners		
Shovel/clear snow from gas vents		
Visual inspection of generator / fuel level		
Xmas decorations down (repair/replace as needed)		
FEBRUARY	COMPLETE	DATE
Check doors, closers, locks replace		
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank levels, pump as needed		
Country glass to check glass entry doors replace mech T&M		
Drain fire dept. access connections to sprinklers		
Generator - first service- MAJOR pm		
MEMO "CGP on Facebook"		
MEMO "parking during storms"		
MEMO "recycling"		
MEMO "speed limit through complex"		
Nighttime lighting check - interior/exterior/parking/pylon		
Read EMON DMON Meter and have tenant sign		
Shovel/clear snow from gas vents		
Visual inspection of generator / fuel level		
MARCH	COMPLETE	DATE
Check storm drains and catch basins for stormwater o&m		
Check operation of pump houses & report any alarms		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Confirm grease trap is pumped this Q1 2017		
Drain fire dept. access connections to sprinklers		
Drain out drum drips on sprinkler system		
MEMO "CGP on Facebook"		

**2-16 DIGITAL WAY, MAYNARD
ANNUAL MAINTENANCE SCHEDULE**

2017

MEMO "parking during storms"		
MEMO "send maintenance items electronically"		
MEMO "send warranty items electronically"		
Nighttime lighting check - interior/exterior/parking/pylon		
Send quarterly reports to DEP		
Shovel/clear snow from gas & dryer vents		
Visual inspection of generator / fuel level		
Winter plow damage inspection- hold last checks		
APRIL	COMPLETE	DATE
Check awning condition, clean & replace as needed		
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Detailed inspection of property with owners - outside		
Hose/wash underside of awnings / canopies / overhangs		
Irrigation on -replace batteries & clean filters		
MEMO "hiring subs / insurance verification"		
Nighttime lighting check - interior/exterior/parking/pylon		
Powerwash all sidewalks		
Put out furniture, picnic tables		
Remove snow fence and store for winter		
Replace flags & all ropes, clips etc		
Spigots on- install tags on ALL shutoffs		
Spring clean-up and mulch beds		
Sprinkler fire Inspections		
Start up and clean pond at entrance & spring annual flowers		
Turn off entrance lobby heaters in vestibules		
Vacuum all catch basins & storm drains as needed		
Visual inspection of generator / fuel level		
Window cleaning all exterior		
MAY	COMPLETE	DATE
Check & clean irrigation filters		
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Flush all water mains		
Irrigation check- check clock & schedule & make any adjust.		
HVAC: clean condensate lines all units		
HVAC: clean condensers & coils		
HVAC: replace filters & belts as needed		
MEMO "building courtesies"		
MEMO "CGP on Facebook"		

**2-16 DIGITAL WAY, MAYNARD
ANNUAL MAINTENANCE SCHEDULE**

2017

MEMO "landscape alterations"		
Nighttime lighting check - interior/exterior/parking/pylon		
Powerwash sidewalks at retail		
Replace or clean walk-off mats as needed		
Spray weed killer on walks, all stone areas, patios, etc.		
Stripe parking lot annually		
Visual inspection of generator / fuel level		
JUNE	COMPLETE	DATE
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Clean roof drains		
Clean irrigation filters		
Confirm grease trap is pumped this Q2 2017		
Drain out drum drips on sprinkler system		
Irrigation check- check clock & schedule & make any adjust.		
Fire extinguisher inspections		
MEMO "no smoking area" + smoking map		
MEMO "send maintenance items electronically"		
MEMO "send warranty items electronically"		
Nighttime lighting check - interior/exterior/parking/pylon		
Powerwash sidewalks		
Read EMON DMON Meter and have tenant sign		
Send quarterly reports to DEP		
Test smoke evacuation system		
Visual inspection of generator / fuel level		
JULY	COMPLETE	DATE
Check & clean irrigation filters		
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Fire Panel Inspections		
Irrigation check- check clock & schedule & make any adjust.		
Lakeside - sludge busting of septic annually (clean dbox)		
MEMO "hiring subs / insurance verification"		
Mow conservation areas, detention ponds		
Nighttime lighting check - interior/exterior/parking/pylon		
Powerwash sidewalks		
Read EMON DMON Meter and have tenant sign		
Spray weed killer on walks, all stone areas, patios, etc.		
Visual inspection of generator / fuel level		

**2-16 DIGITAL WAY, MAYNARD
ANNUAL MAINTENANCE SCHEDULE**

2017

AUGUST	COMPLETE	DATE
Check & clean irrigation filters		
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Generator - 2nd service- MINOR pm		
Irrigation check- check clock & schedule & make any adjust.		
MEMO "recycling"		
MEMO "speed limit through complex"		
Nighttime lighting check - interior/exterior/parking/pylon		
Powerwash sidewalks		
Prune shrubs / bushes, inspect for dead trees		
Septic 1: inspect system by Private Engineer		
Septic 2: send report to BOH/DEP as needed		
Visual inspection of generator / fuel level		
Window cleaning all exterior		
SEPTEMBER	COMPLETE	DATE
Check & clean irrigation filters		
Check cistern water level		
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Clean/hose out storage rooms		
Confirm grease trap is pumped this Q3 2017		
Exterior window cleaning extra per Tenants		
Flush fire hydrants and perform inspection		
HVAC: check condensers & coils- clean only if needed		
HVAC: replace filters & belts on all units		
Irrigation check- check clock & schedule & make any adjust.		
MEMO "send maintenance items electronically"		
MEMO "send warranty items electronically"		
Nighttime lighting check - interior/exterior/parking/pylon		
Powerwash sidewalks at retail		
Remove / cut to ground all flowers/lilies etc.		
Run generators for up to 10 hours to exercise prep for winter		
Send quarterly reports to DEP		
Snow plowing/removal contracts in place- get bids		
Visual inspection of generator / fuel level		
OCTOBER	COMPLETE	DATE
Bring in furniture, picnic tables		
Check operation of pump houses & report any alarms		
Check glycol levels in sidewalk heaters		

**2-16 DIGITAL WAY, MAYNARD
ANNUAL MAINTENANCE SCHEDULE**

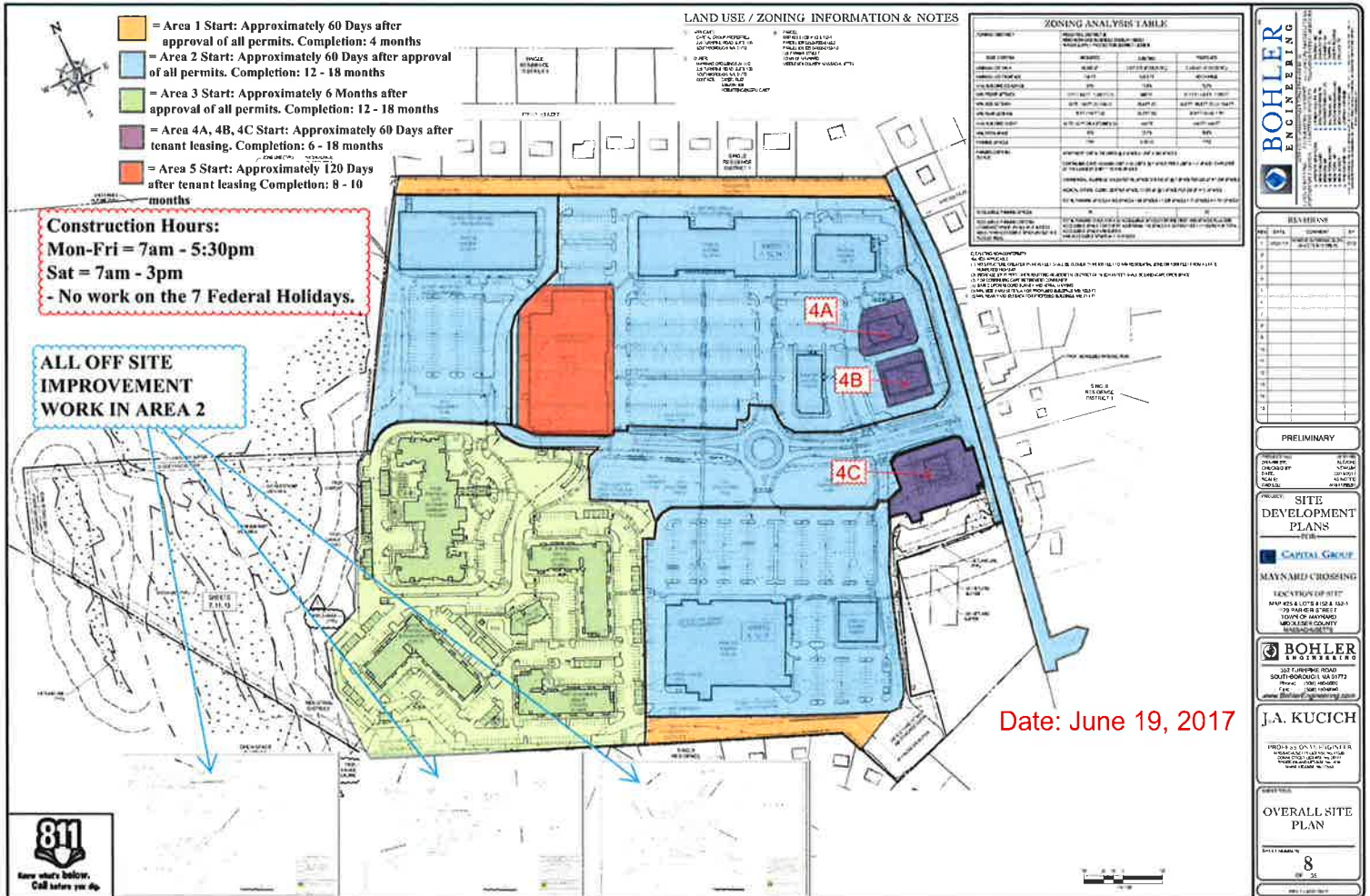
2017

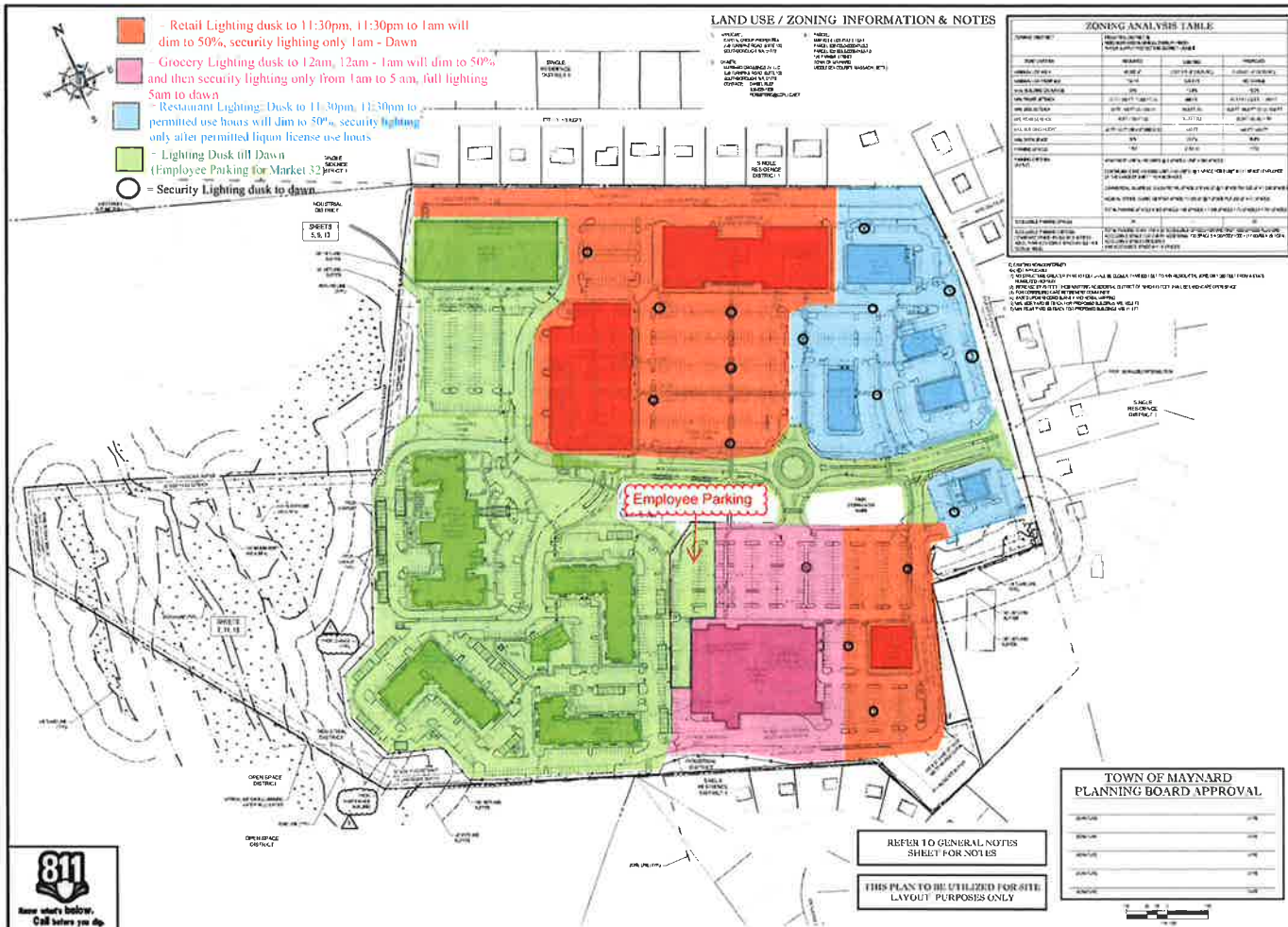
Check storm drains and catch basins for stormwater o&m		
Check tight tank level, pump as needed		
Check vacant suites- temp, leaks, lights out		
Drain fire dept. access connections to sprinklers		
Fall clean-up		
Flush all water mains		
Irrigation off - (SUB.) drain / winterize, clean filters		
Landscape contracts in place- get bids if needed		
Make winter HVAC seasonal settings for Tenants		
MEMO "hiring subs / insurance verification"		
MEMO "humidifiers on & spigots off/drain"		
Nighttime lighting check - interior/exterior/parking/pylon		
One bag of "MAG Salt" to list of owners & tenants		
Read EMON DMON Meter and have tenant sign		
Shovel/clear snow from gas vents		
Snow fence installed around all gas vents low to ground		
Snow stake all properties prep for winter		
Spigots off- return all tags to PM & label		
Stormwater O&M inspection		
Stormwater O&M report to conservation commission		
Turn on lobby heaters		
Turn off ceiling air conditioning unit		
Visual inspection of generator / fuel level		
Winterize pond at entrance & mums/flowers at entry		
NOVEMBER	COMPLETE	DATE
Add water & solution to all floor drain & slop sink traps		
Check heated cable function		
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Clean & clear rooftop and <u>canopy</u> drains		
Drain fire dept. access connections to sprinklers		
MEMO "building courtesies"		
MEMO "CGP on Facebook"		
MEMO "landscape alterations"		
MEMO "parking during storms"		
Nighttime lighting check - interior/exterior/parking/pylon		
Set up Police Details for Black Friday etc		
Send email updates to all Tenants to advise of any safety issue		
Powerwash walkways/sidewalks (final for season)		
Replace all flags (if needed)		
Shovel/clear snow from gas vents		
Visual inspection of generator / fuel level		

**2-16 DIGITAL WAY, MAYNARD
ANNUAL MAINTENANCE SCHEDULE**

2017

Xmas decorations up (Thanksgiving week)		
DECEMBER	COMPLETE	DATE
Check operation of pump houses & report any alarms		
Check storm drains and catch basins for stormwater o&m		
Check vacant suites- temp, leaks, lights out		
Check tight tank level, pump as needed		
Confirm grease trap is pumped this Q4 2017		
Distribute next year trash/recycle calendars		
Drain fire dept. access connections to sprinklers		
Drain out drum drips on sprinkler system		
Insurance renewal quotes and collection of proposals		
MEMO "CGP on Facebook"		
MEMO "parking during storms"		
Nighttime lighting check - interior/exterior/parking/pylon		
Read EMON DMON Meter and have tenant sign		
Set up Police Details for Holiday Shopping		
Send email updates to all Tenants to advise of any safety issue		
Send quarterly reports to DEP		
Septic: make sure all tanks have been pumped in 2017		
Shovel/clear snow from gas vents		
Visual inspection of generator / fuel level		





BOHLER ENGINEERING

1000 WEST 10TH AVENUE
SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
WWW.BOHLERENGINEERING.COM

PRELIMINARY

DATE: 01/15/2015

PROJECT: MAYNARD CROSSING

CLIENT: CAPITAL GROUP

DESIGNER: J.A. KUCICH

BOHLER ENGINEERING

1000 WEST 10TH AVENUE
SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
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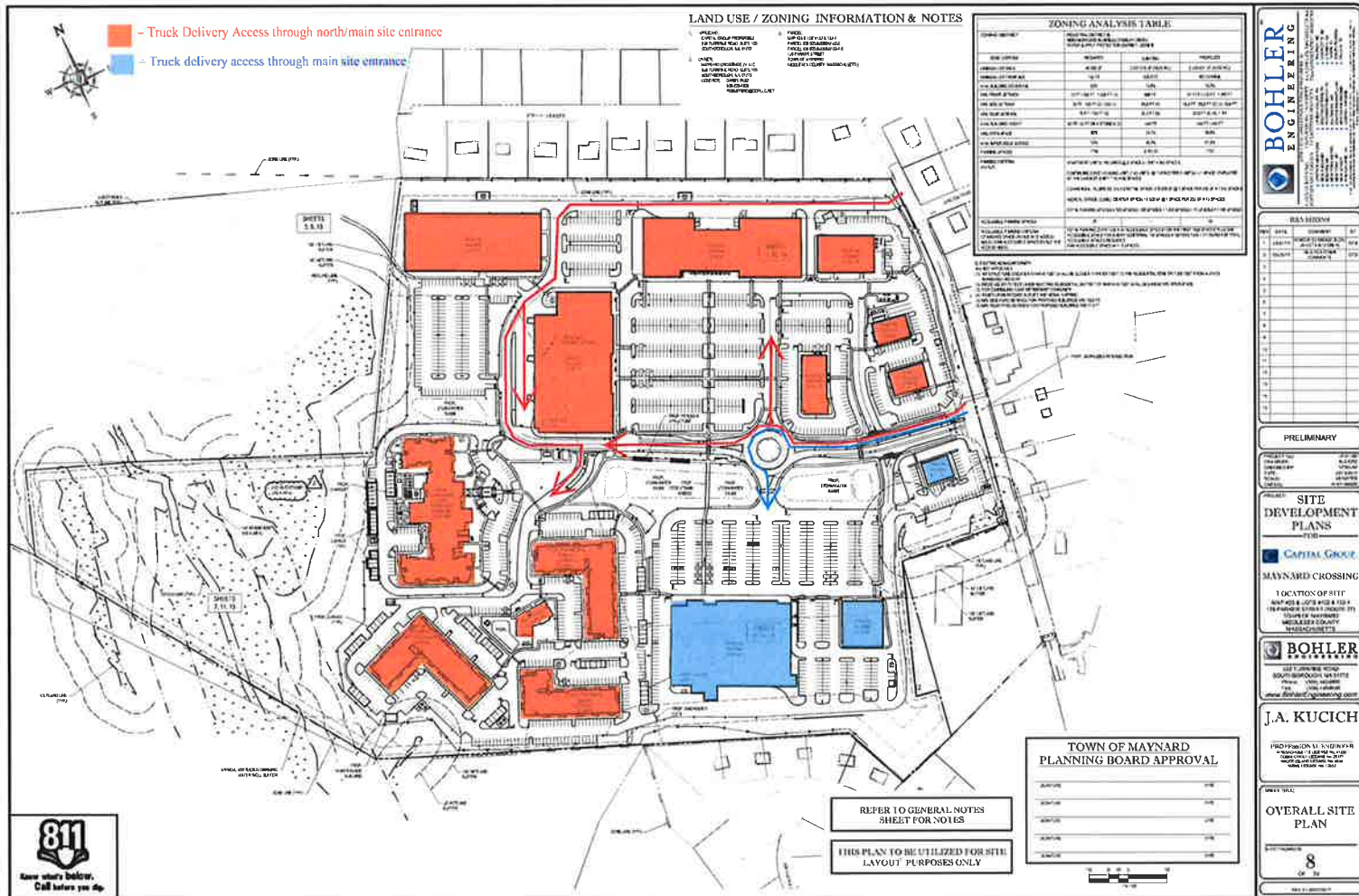
J.A. KUCICH

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OVERALL SITE PLAN

SHEET NO. 8

OF 15



BOHLER ENGINEERING

PRELIMINARY

SITE DEVELOPMENT PLANS

CAPITAL GROUP

MAYNARD CROSSING

LOCATION OF SITE

BOHLER ENGINEERING

J.A. KUCICH

PROFESSIONAL ENGINEER

OVERALL SITE PLAN

8

Exhibit "C"

Decision - Site Plan approval with Special Permits for Maynard Crossing (AKA 129 Parker Street)
Planning File #'s: PB16-11, PB 16-12, PB 16-13, PB 17-04, PB 17-08 and PB 17-09.

Schedule of Improvements and Repairs to the Town Sewer Infrastructure

*Received
August 28, 2017
Town Clerk Jeffery
Michelle Scholander*

129 Parker Street Site Plan - Sewer

Stantec	Recommendation	Desc.	Map Segment	Construction Cost	Town %	Town \$	Developer %	Developer \$	Original On-Site Response	Stantec Response - Agreed By Both
Rec 1	Use VFDs (120 GPM)	129 PS Pump Station	129 P on-site	\$ 35,000	0%	\$ -	100%	\$ 35,000	No	Dev. Upgrading existing pump station and needs to buy a pump(s) anyway. This is the preferred solution and may be more expensive but only adds \$10K approximately.
Rec 2	Line 8" Pipe , 631 Lin Ft	Worn pipe, 20X flow increase expected.	#1-4	\$ 85,500	0%	\$ -	100%	\$ 85,500	No	It will need to be done at some point in the future and will be more difficult to do after the development is operational.
Rec 3	Replace 8" Pipe , 127 Lin Ft	Sagging line, increase flow impact	#5-7	\$ 127,000	60%	\$ 76,200	40%	\$ 50,800	No, 37% of total	Added flow will negatively impact the sagging pipe's maintenance need. Stantec 60/40
Rec 4	Use VFDs (600 GPM)	OMR Pump Station	#5-7	\$ 75,500	75%	\$ 56,625	25%	\$ 18,875	No, 25%	Flow out of OMR needs to be variable to maximize system capacity and maintain single pump operation.
Rec 5	Other Improvements	OMR Pump Station	#5-7	\$ 34,100	0%	\$ -	100%	\$ 34,100	Agreed	Agreed
Rec 6	Use VFDs (120 GPM)	OMR WTP backwash	#5-7	\$ 44,000	100%	\$ 44,000	0%	\$ -	No (not needed)	Town decision and cost
Rec 7	Replace and line 12" Pipe, 1026 Lin Ft	Parker Street	#8,9, 11, 12	\$ 1,104,000	100%	\$ 1,104,000	0%	\$ -	Agreed	Four segments total, three replace, one reline.
Rec 8	Replace existing 8 and 10 inch pipe	Various	#13-20	\$ 1,575,000	50%	\$ 787,500	50%	\$ 787,500	No, 8%	Town and Developer agree to 50/50 split.
Rec 9	Replace and Re-line 12" and 18" Pipe 2,800 Lin Ft	From Hayes Street to Douglas and Powdermill	#21-35	\$ 932,500	100%	\$ 932,500	0%	\$ -	Agreed	Could be long-term infrastructure improvements unless MassWorks helps with funding.
1 Through 8				\$ 4,012,600		\$ 3,000,825		\$ 1,011,775		

Recommendation 8 notes:

Town will not replace Segments #13-20 for 10-15 years based on current volume of use. Developer impact adds 20% to volume and necessitates immediate upgrade. Developer and Town agree to 50/50 split for the cost to have the work completed prior to opening of the 129 Parker Street Development.

1 Through 8 67.2%

33%

Total estimated cost Rec 1-9	\$ 4,012,600	100%
Total Town share as shown	\$ 3,000,825	75%
Total Developer share as shown	\$ 1,011,775	25%
Total Town cost Rec. 1-8	\$ 2,068,325	67%
Total Developer cost Rec. 1-8	\$ 1,011,775	33%

Recommendations 1-9
Rec. 1-8, Based on flow & expedient upgrade

Recommendation 9 notes:

Town will only do Rec. 9 now if MassWorks funding secured.

Exhibit “D”

Decision - Site Plan approval with Special Permits for Maynard Crossing (AKA 129 Parker Street)
Planning File #'s: PB16-11, PB 16-12, PB 16-13, PB 17-04, PB 17-08 and PB 17-09.

**The Concept Plan and Signage
Plan approved by Town Meeting
on Oct 5, 2016**



THE END



CAPITAL GROUP

PROPERTIES

**129 PARKER STREET
MAYNARD, MA
CONCEPT PLAN SUBMITTAL**

28 June 2016





Concept Plan

CAVILTY GROUP



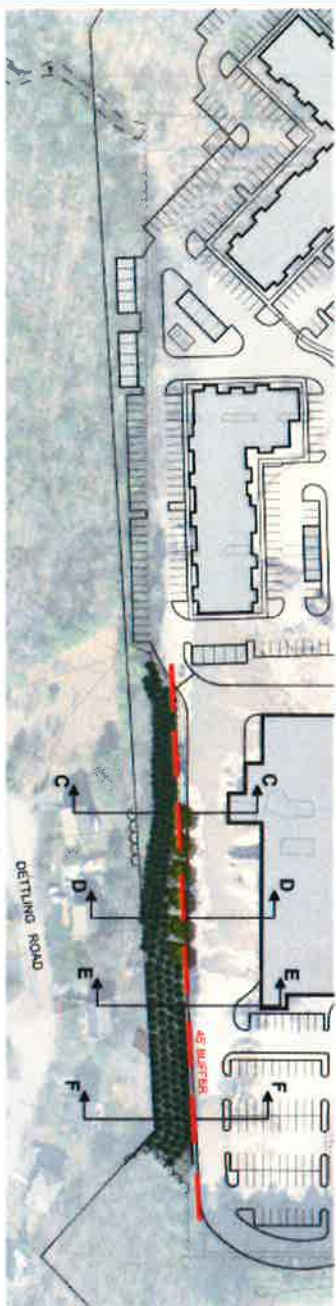
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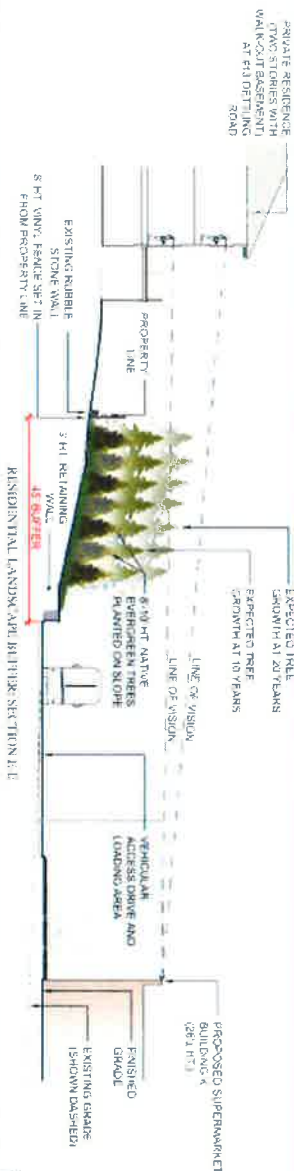
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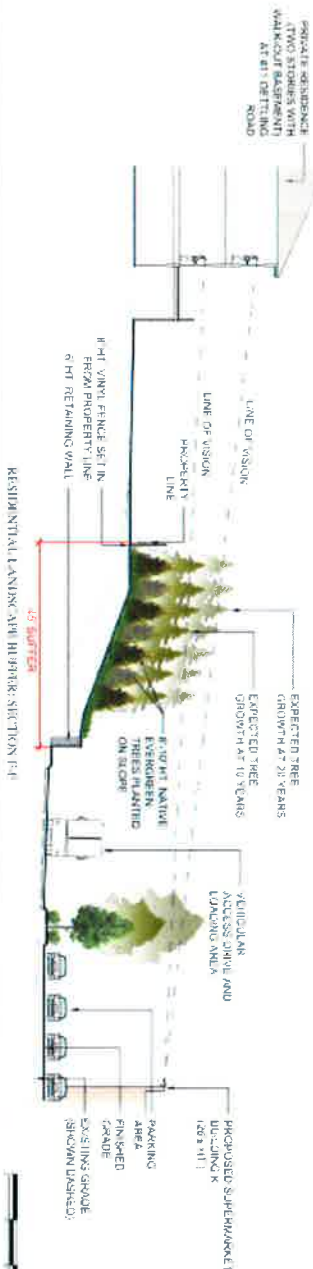
Residential Buffer Area Landscape & Fencing Plans



1 RESIDENTIAL LANDSCAPE BUFFER PLAN VIEW



RESIDENTIAL LANDSCAPE BUFFER SECTION E



RESIDENTIAL LANDSCAPE BUFFER SECTION F

DATE	10/1/2017
BY	J. L. L.
CHECKED	J. L. L.
APPROVED	J. L. L.
SCALE	1" = 10'
PROJECT	RESIDENTIAL LANDSCAPE BUFFER
SHEET	1 OF 1



WATERSHED PLANNING DESIGN ASSOCIATES, INC.
1000 N. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 551-1177
Fax: (954) 551-1178
www.wpdassoc.com

MAYNARD CROSSINGS JV, LLC

2000 Maynard Road, Suite 200
Fort Lauderdale, FL 33307

MAYNARD CROSSINGS JV, LLC

2000 Maynard Road, Suite 200
Fort Lauderdale, FL 33307

RESIDENTIAL LANDSCAPE BUFFER (SOUTH LANE) 120 PARKER STREET

1000 N. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33304

1000 N. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33304

1000 N. W. 10th Ave., Suite 100
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1000 N. W. 10th Ave., Suite 100
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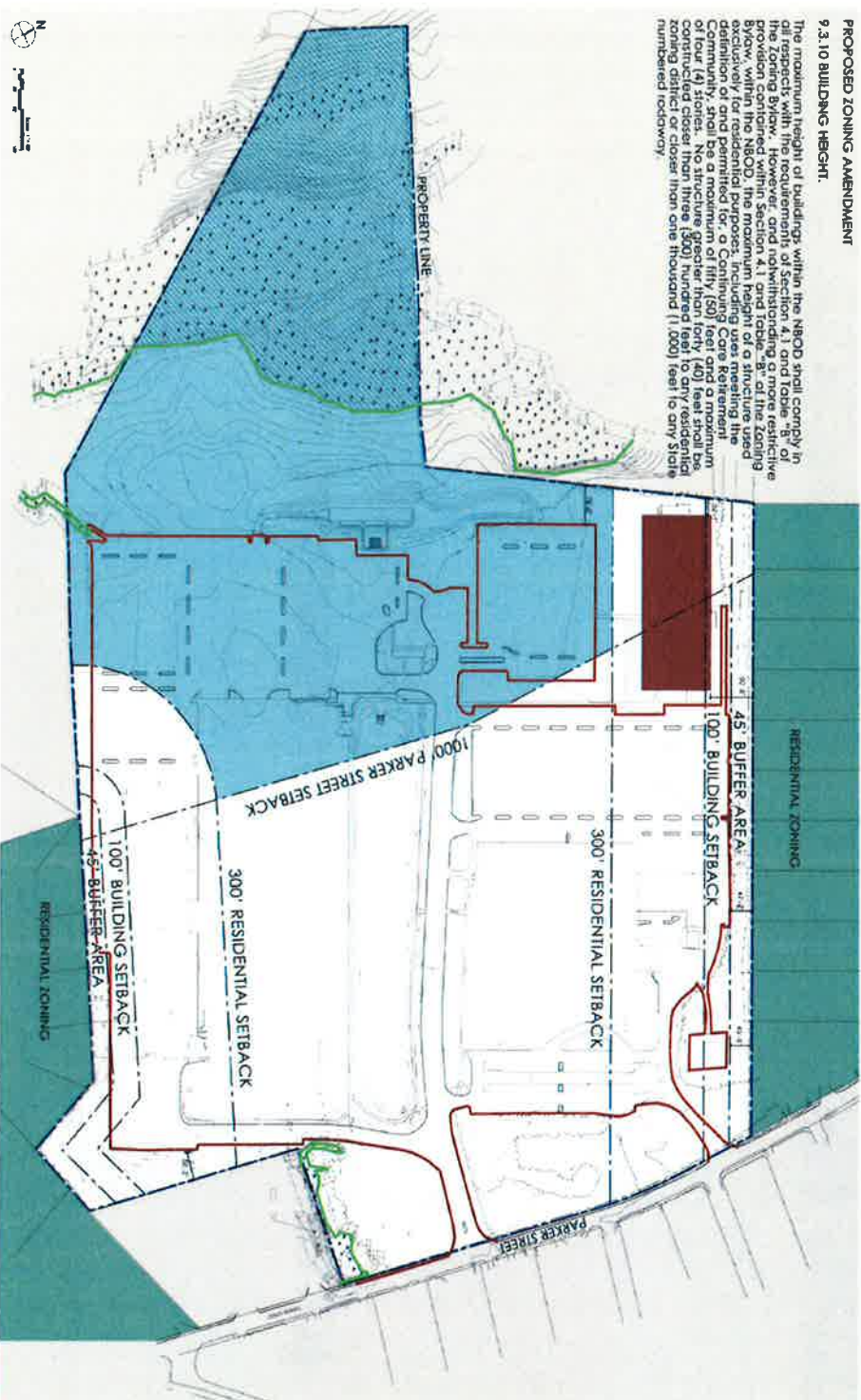
Landscape Plan: South Buffer - 2



Existing Condition Plan, Existing Topography and NBOB Setbacks and Buffer Zones

PROPOSED ZONING AMENDMENT
9.3.10 BUILDING HEIGHT.

The maximum height of buildings within the NBOD shall comply in all respects with the requirements of Section 4.1 and Table "B" of the NBOD, and shall not exceed the maximum height of the structure provided within Section 4.1 and Table "B" of the NBOD. Within the NBOD, the maximum height of a structure used exclusively for residential purposes, including uses meeting the definition of and permitted for, a Continuing Care Retirement Community shall be a maximum of fifty (50) feet and a maximum of four (4) stories. To satisfy the height and story requirements, a structure constructed closer than three (300) hundred feet to any residential zoning district or closer than one thousand (1,000) feet to any State numbered roadway.



EXISTING CONDITIONS DIAGRAM



Illustrations of General Architecture of the Proposed Structures



Proposed Supermarket Building Elevations



CAPITAL GROUP
PROPERTIES











Multi Unit Residential Building Elevations



SOUTH ELEVATION



EAST ELEVATION





Typical In-Line Retail Building Elevations





Typical Pad Retail Building Elevations





NORTH ELEVATION

WEST ELEVATION



SOUTH ELEVATION

EAST ELEVATION



Senior Independent Living Building Elevations



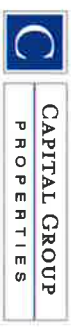
Schematic Perspectives





MAYNARD COMMONS

Retail & Residential Graphics: Branding & Wayfinding
Final Concept Design 4
11 July 2016



 BRANDING/WAYFINDING Gamble Design LLC 154 Maplewood Avenue Portsmouth NH 03801 ☎ 603.427.1300	ARCHITECTURE CI Design 250 Summer Street Boston MA 02210 ☎ 617.848.9511	LANDSCAPE ARCHITECTURE Western Design Associates 31 East Main Street Westborough MA 01581 ☎ 508.366.6552	CLIENT/OWNER Capital Group Properties 259 Turnpike Road Suite 100 Southborough MA 01772 ☎ 508.366.6552
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KEY

- Primary Sign/Retard ID
- Secondary Sign/Retard ID
- Retail ID per one
- Retail Sign/Retard ID per two
- Retail Sign/Retard ID per three
- Residential ID combined
- Grandville ID
- Hemlock ID
- Directional Vehicular
- Directional Pedestrian
- Parking ID
- Traffic Control/Safety



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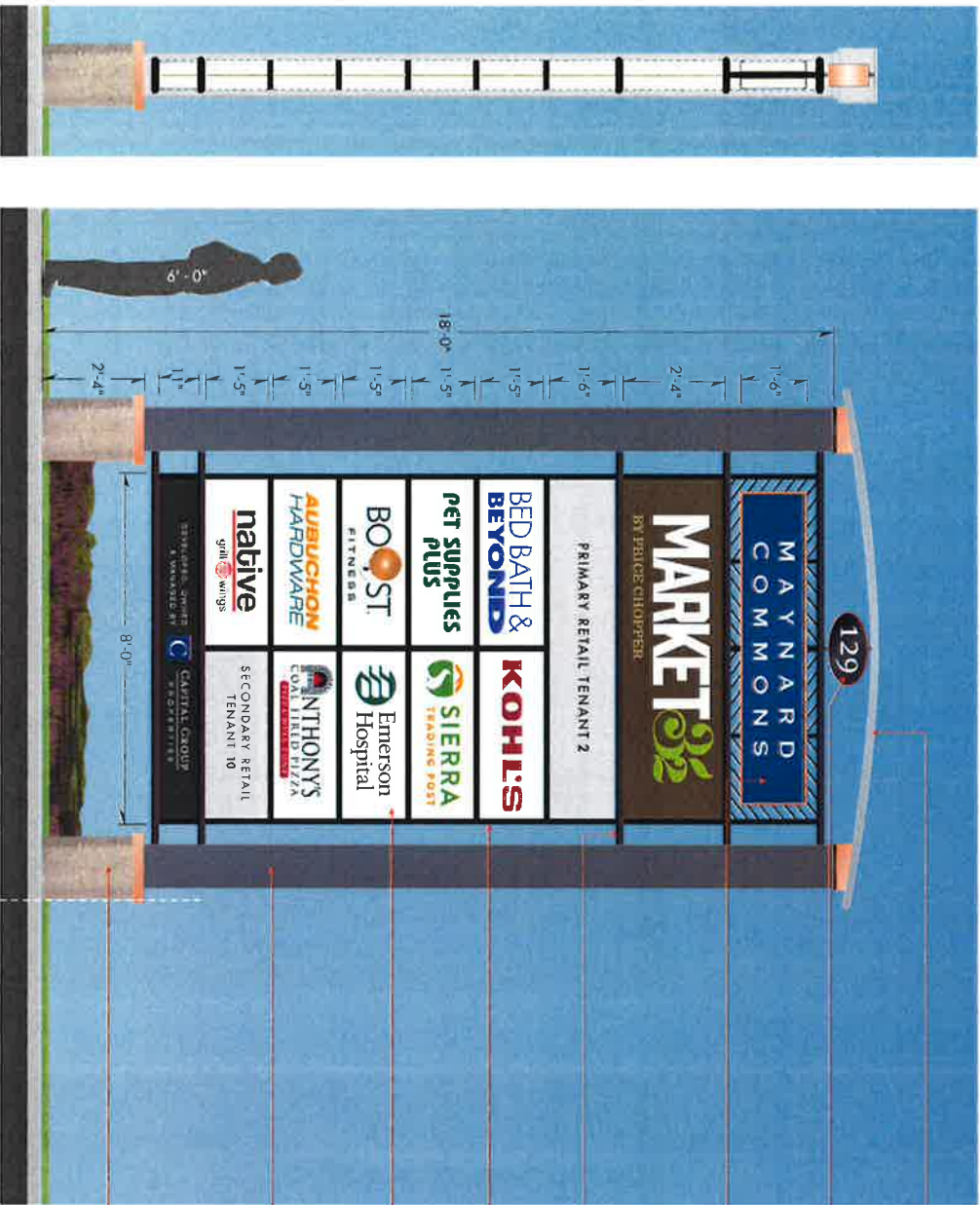
LANDSCAPE ARCHITECTURE
Waterman Design Associates
31 East Main Street
Westborough, MA 01581
P: 508.366.6552

DRAWING TITLE
Concept Site Plan
Sign location plan
Scale: 1" = 150'
11 July 2016

DRAWING NO.
11D.1

CONCEPT PLAN

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE TRIMANTS FOR CONCEPT ONLY.



Arc Cap

Formed 1/8" painted aluminum "arc" pan 15" deep, mechanically fastened to square column/copper collar assembly; paint color: MP 56301 "Charon Grey Metallic"

Address

6" deep framed sign box w/opaque aluminum face; 1/2" clear acrylic "push-thru" numbers w/opaque aluminum faces halo-illuminated by internal LEDs.

Center ID

3" deep framed sign box w/painted opaque 1/8" aluminum face; 1/2" clear acrylic "push-thru" letterforms w/opaque aluminum faces halo-illuminated by internal LEDs; letterform paint color: MP 33333 "White Wonder"; panel paint color: MP 08426 "Ceylon Sapphire"; frame paint color: MP 52234 "Warm Copper Metallic"

Horizontal Support Armature typical

2" x 10" rounded aluminum channel; paint color: MP 26309 "Wells Fargo Black"

Vertical Support Armature typical

1 1/2" x 8" painted rectangular aluminum channel; paint color: MP 26309 "Wells Fargo Black"

Retail Tenant ID typical

1/4" white acrylic panel w/translucent vinyl logo and painted opaque sign face; translucent color vinyl logo/graphics per retail tenant standards; internally illuminated by LEDs.

Column typical

12" square aluminum column w/top arc cap mounted to granite faced bases supported by below grade concrete foundation; paint color: MP 20308 "Ancient Bronze Metallic"

Column Base typical

Granite split-face finish in color shown; base cap formed mild pan w/metallc copper finish; MP 52234 "Warm Copper Metallic"

Notes: all exterior paint finishes Matthews Paint (acrylic polyurethane) or equal in colors shown; pylon sign armature supported by sub-grade poured concrete foundation; sign fabricator to coordinate with GC re: site conditions; electrical supply by Owner.

Side View Section
Scale: 3/8" = 1'-0"

PID
Scale: 3/8" = 1'-0"

Note: minimum setback 25'-0" from crosswalk

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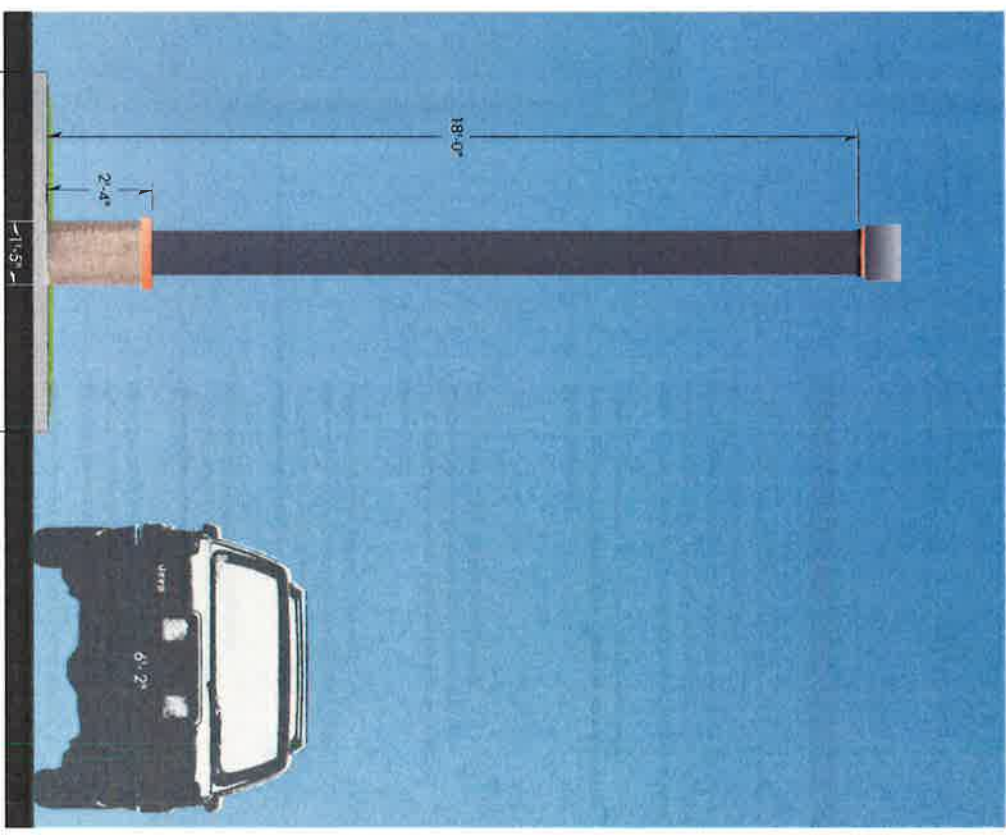
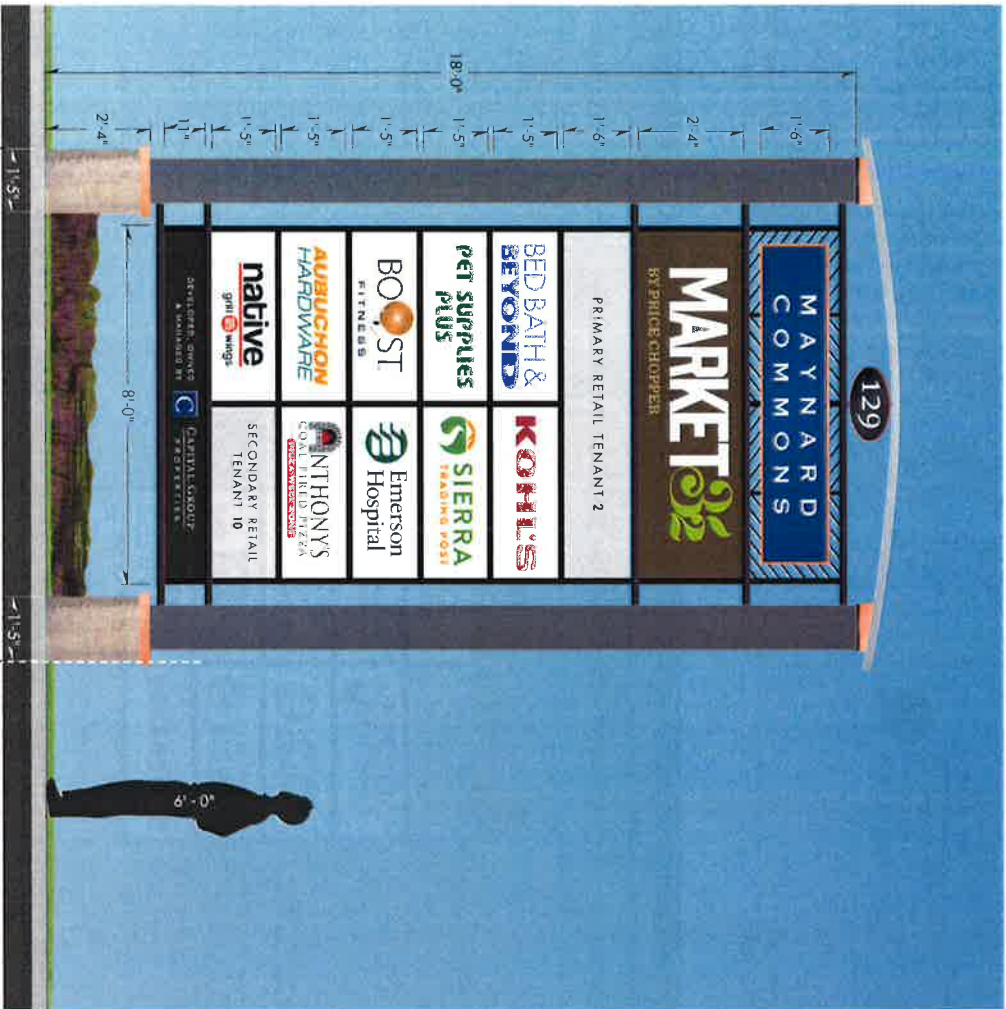
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LANDSCAPE ARCHITECTURE
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31 East Main Street
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508.366.6552

DRAWING TITLE
Primary Site/tenant ID Final
Freestanding/LED internal illumination
Scale: as shown
11 July 2016

DRAWING Nº
PID.0

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE TENANTS FOR CONCEPT ONLY



PID.1 Primary Site/Tenant ID Freestanding/LED Internal Illumination
Scale: 3/8" = 1'-0"

Note: minimum setback 25'-0" from crosswalk

End View of site entry drive
Scale: 3/8" = 1'-0"

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE. TENANTS FOR CONCEPT ONLY.

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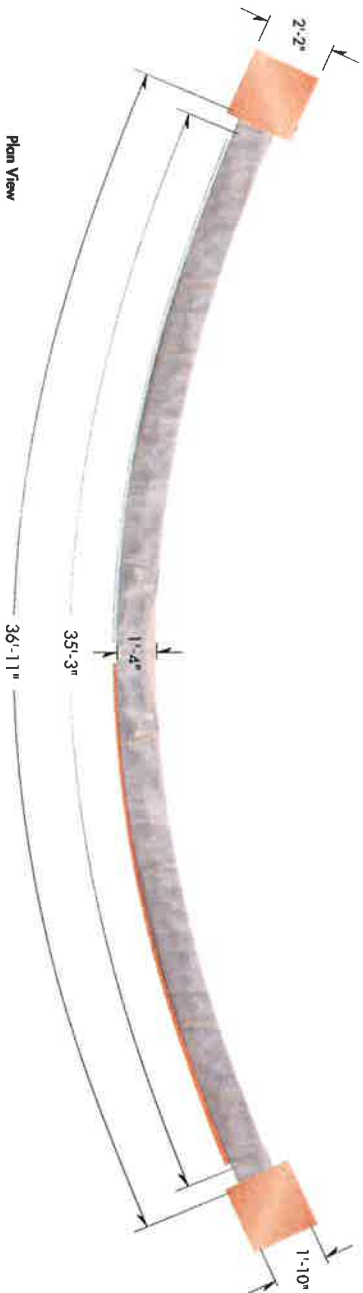
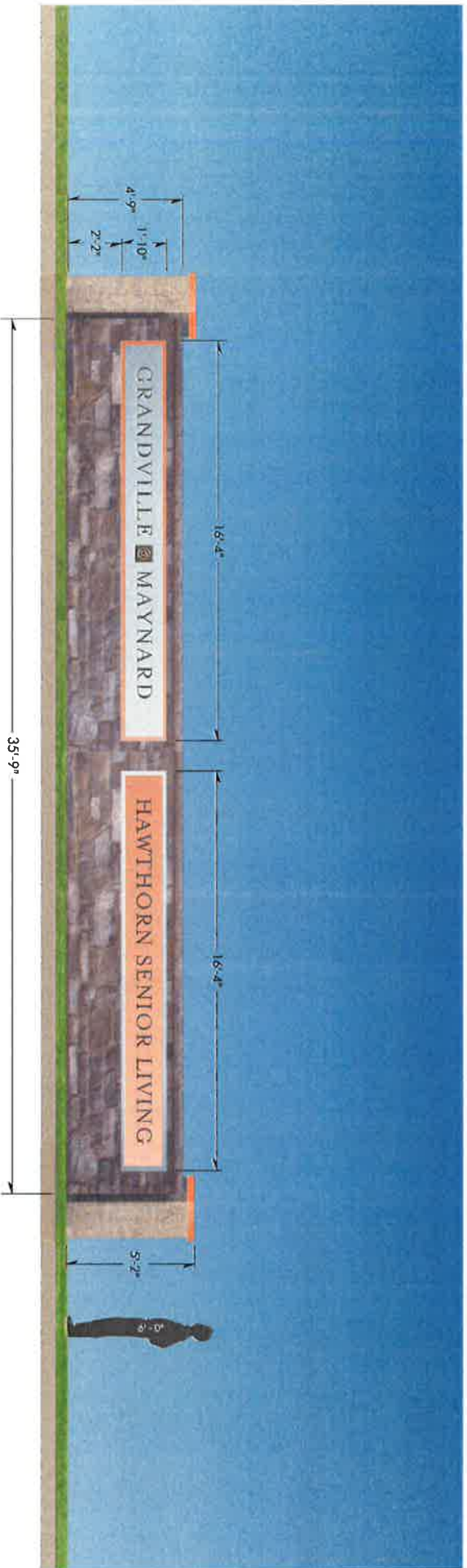
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DRAWING TITLE
Primary Site/Tenant ID
Freestanding/LED Internal Illumination
Scale: as shown
11 July 2016

DRAWING NO.
PID.1





3D Perspective DAY VIEW looking northwest from Parker Street intersection
Scale: relative to image

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE TENANTS FOR CONCEPT ONLY

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DRAWING TITLE
Site Entry Perspective Day View
3D scaled rendering
Scale: as shown
11 July 2016

DRAWING N°
MC.1



PID Primary Site/Tenant ID LED Internal Illumination: Day View
2 Scale: 3/4" = 1'-0"

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DRAWING TITLE
Primary Site/Tenant ID Day View
Freestanding/LED Internal Illumination
Scale: as shown
11 July 2016

DRAWING Nº
PID.2D

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE REFERENCE FOR CONCEPT ONLY



MC
2

3D Perspective NIGHT VIEW looking northwest from Parker Street Intersection
Scale: relative to image



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DRAWING TITLE
Site Entry Perspective Night View
3D scaled rendering
Scale: as shown
11 July 2016

DRAWING N°

MC.2

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE TENANTS FOR CONCEPT ONLY



1/D Primary Site/Tenant ID LED Internal Illumination: Night View
3 Scale: 3/4" = 1'-0"

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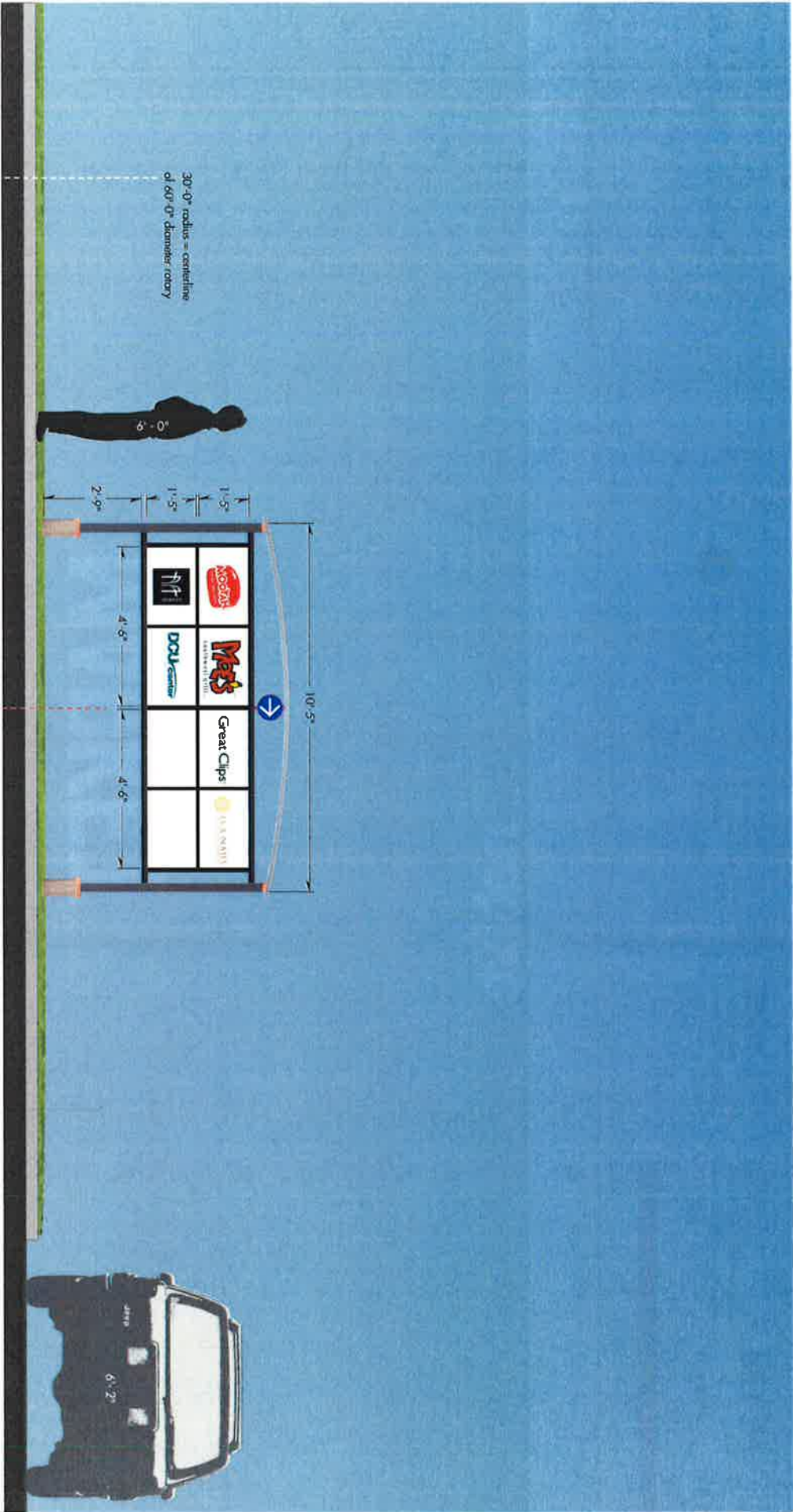
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DRAWING TITLE
Primary Site/Tenant ID Night View
Freestanding/LED Internal Illumination
Scale: as shown
11 July 2016

DRAWING N°
PID.3N

NOTE: RETAIL LOGOS ARE SHOWN AS POSSIBLE TITANIT FOR CONCEPT ONLY



SID.1 Secondary Tenant ID Freestanding/LED internal illumination
Scale: 3/8" = 1'-0"

Note: center line of sign
on 30'-0" radius

View at rotary
Scale: 3/8" = 1'-0"

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DRAWING TITLE
**Secondary Tenant ID single-sided
Freestanding/LED internal illumination**
Scale: as shown
11 July 2016

DRAWING N°
SID.1

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE TENANTS FOR CONCEPT ONLY



210 Retail Storefront 1 typical
1 Scale: 3/16" = 1'-0"

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DRAWING TITLE
Retail Storefront 1 typical
Location 3
Scale: as shown
11 July 2016

DRAWING N°

210.1

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE TRIMMINGS FOR CONCEPT ONLY



2ID Retail Storefront 2 Typical
Scale: 3/16" = 1'-0"

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DRAWING TITLE
Retail Storefront 2 Typical
Location: 2ID-2
Scale: as shown
11 July 2016

DRAWING N°

2ID.2

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE TENANTS FOR CONCEPT ONLY



21D Retail Storefront 3 typical
Scale: 3/16" = 1'-0"

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DRAWING TITLE
Retail Storefront 3 typical
Location: 21D-3
Scale: as shown
11 July 2016

DRAWING N°

21D.3

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE TENDERS FOR CONCEPT ONLY



210 Retail Storefront & Primary Site ID comparative scale
4 Scale: 3/16" = 1'-0"

Primary Site ID
 Scale: 3/16" = 1'-0"

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE TENANTS FOR CONCEPT ONLY

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DRAWING TITLE
Retail Storefront & Primary Site ID
 Comparative scale
 Scale: as shown
 11 July 2016

DRAWING N°
21D.4



31D "Pad" Retail Storefront 1 Typical
Scale: 3/16" = 1'-0"

NOTE: RETAIL LOGOS SHOWN AS POSSIBLE. TENANTS FOR CONCEPT ONLY.

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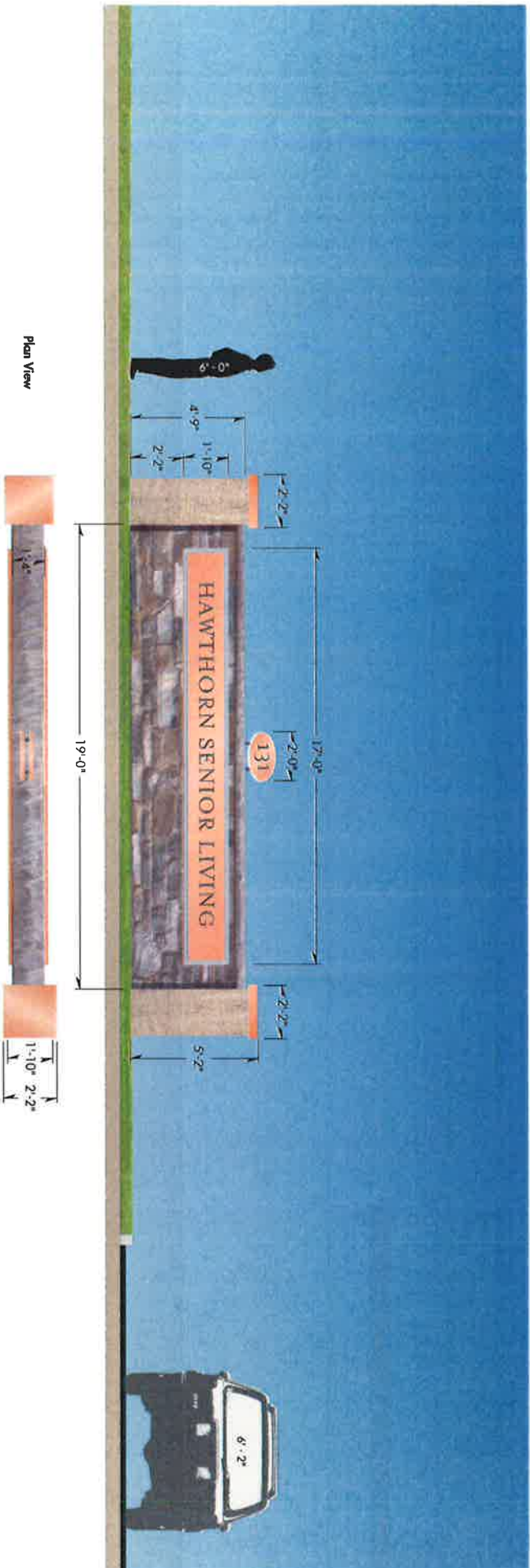
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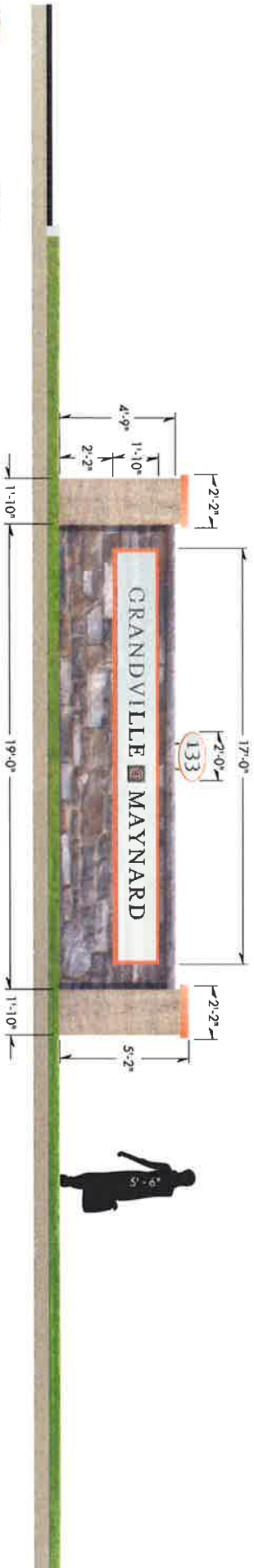
DRAWING TITLE
Retail "Pad" Storefront 1 Typical
Location 10
Scale: as shown
11 July 2016

DRAWING N°

31D.1



RID 3 Hawthorne ID Elevation & Plan of building
Scale: 1/4" = 1'-0"



RID 2 Grandville ID Elevation of building
Scale: 1/4" = 1'-0"

**MAYNARD
COMMONS**

*Residential Graphics
Branding & Wayfinding*



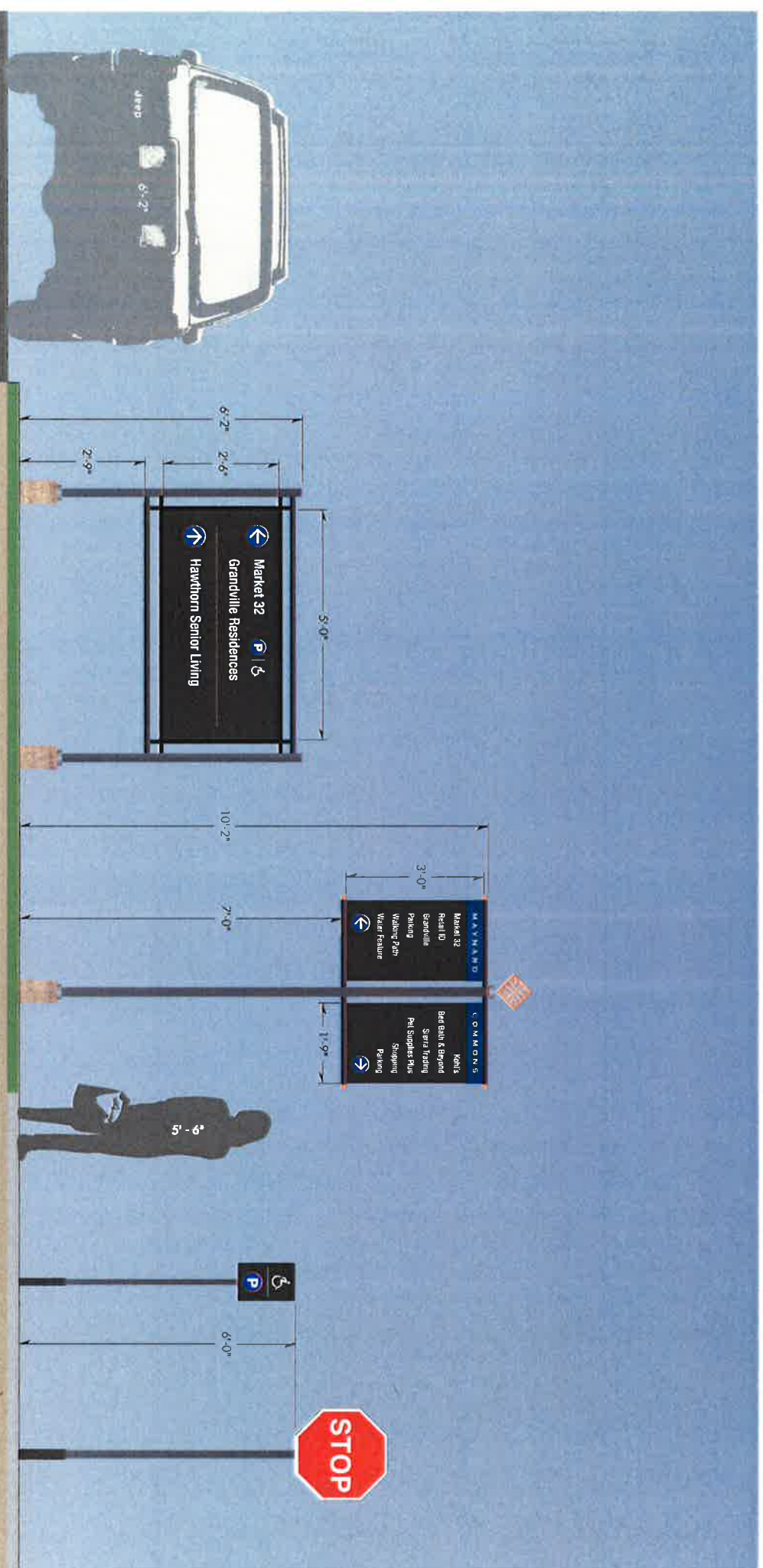
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Westborough, MA 01581
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DRAWING TITLE
**Residential ID double-sided
Freestanding/non-illuminated**
Scale: as shown
11 July 2016

DRAWING N°
RID.2-3



41D Site Sign System Typology
Scale: 1/2" = 1'-0"

**MAYNARD
COMMONS**
Retail Graphics
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DRAWING TITLE
Site Sign Typology
System components
Scale: as shown
11 July 2016

DRAWING N°
41D.1

Exhibit “E”

Decision - Site Plan approval with Special Permits for Maynard Crossing (AKA 129 Parker Street)
Planning File #'s: PB16-11, PB 16-12, PB 16-13, PB 17-04, PB 17-08 and PB 17-09.

**Permit Regulations for Signage not
included in the Approved
Concept/Signage Plan**



Exhibit E

Sign Permit Regulations for Signage not included in the Approved Concept/Signage Plan

I. SIGNAGE

A. General Signage Guidelines

1. Sign Quantity: One (1) sign shall be allocated for each circular sign symbol indicated on the approved signage concept plan for a total of twenty-nine (29) building mounted wall signs of all types (Tier One, Tier Two and Tier Three) in aggregate. For each indicated Tier One sign symbol the developer may substitute up to three (3) Tier Two or five (5) Tier Three signs. For each indicated Tier Two sign symbol the developer may substitute two (2) Tier Three signs such that the total number of signs on site shall not exceed forty-nine (49) signs.
2. A wall sign attached to a building shall be securely affixed to a least one (1) of the walls of the building. The sign shall not project beyond the face of any other wall of the building or above the top of the wall to which it is attached, nor shall it be located on the roof of any building. In the case of a sign parallel to the wall, the sign shall not project more than twelve (12) inches. If the sign is attached to a parapet, it shall not exceed the height of the parapet. Signs shall be defined as text or corporate logos indicating a specific tenant.
3. Signs shall be composed of individual, internally lit, cut letters / text symbols or individual registered logos, mounted directly via raceway on the façade of the building. Signs shall not be composed of single box, painted plastic elements containing multiple letters or letters and logos.

B. Signage Types & Size

1. All signs shall be designated as either "Tier One", "Tier Two" or "Tier Three" Signs, based on the following detail:
 - a. "Tier One" Sign: wall signs, composed of individual cut letters / text symbols, singular or in aggregate, per location indicated on the Concept Plan, except for the proposed supermarket building on which a sign shall not exceed one hundred fifty (150) square feet for each location / symbol as designated on the concept plan by a circular "1ID" symbol. Tier One signs shall be reserved for Tenants over 18,000 square feet.
 - b. The signage for the proposed supermarket building will be substantially in accordance with the Market 32 signage plan attached hereto and as approved by Town Meeting. The total square footage of the Market 32 signage shall not exceed two hundred fifty (250) square feet and is internally lit as depicted.
 - c. "Tier Two" Sign: wall signs, shall be installed in quantities and locations no greater than as indicated on the concept plan by a circular "2ID" symbol, with a size not to exceed ninety (90) square feet.

- d. "Tier Three" Sign: wall signs, shall be installed in quantities and locations no greater than as indicated on the concept plan by a circular "3ID" symbol, with a size not to exceed thirty-two (32) square feet. Rear building signage shall be limited to unlit tenant names and suite numbers on rear doors.
2. All signs shall be measured by taking the furthest outside points of the text or signage area and making a simple rectangle encompassing all elements of the sign. Such rectangle's area shall not exceed the allowed area per Tier indicated above.

C. Signage Lighting

1. Consistent with the ZBL, sign illumination lighting is permitted only during those hours in which the associated establishment is open to the public.
2. No sign shall move or flash or be designed to attract the eye by intermittent or repeated motions.
3. All signage lighting shall be dimmable.
4. Internally illuminated signage is subject to the following regulations:
 - a. Box style internally illuminated signage is prohibited.
 - b. Reverse channel internal lighted signage is prohibited facing Parker Street.
 - c. Reverse channel internal lighted signage is permitted in other locations within the project subject to restrictions as applicable within the ZBL, this Decision or other regulatory framework.